



भारत का राजपत्र

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NEW DELHI, JUNE 22—JUNE 28, 2003 SATURDAY/ASADHA 1—ASADHA 7, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्विधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, १९५ जून, 2003

का० आ० 1740.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार के गृह (पुलिस) अनुभाग-II की अधिसूचना सं० 107 टी/६-पी-११-२००३-७५५ एम/२००२ लखनऊ दिनांक मार्च, 2003 द्वारा प्राप्त उत्तर प्रदेश राज्य सरकार की सहमति से शंकरगढ़, इलाहाबाद (उत्तर प्रदेश) में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं० 45) की धारा 356 के अधीन दर्ज मामला अपराध सं. 61/2002 तथा उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसकृत प्रयत्नों, दुष्प्रेरण और पड़यांत्र तथा उसी संबंधवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[सं० 228/22/2003-डी०एस०पी० ई०]

भास्कर खुल्बे, निदेशक

(4443)

CABINET SECRETARIAT

New Delhi, the 19th June, 2003

S.O. 1740.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act. No. 25 of 1946), the Central Government with the consent of State Government of Uttar Pradesh Home (Police) Section-II vide Notification No. 107 T/6-P-11-2003-755M/2002 Lucknow dated March 2003, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of case Crime No. 61/2002 registered at Shankargarh, Allahabad (Uttar Pradesh) under Section 396 of Indian Penal Code, 1860 (Act No. 45 of 1860) and attempts, abetment and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence and offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/22/2003-DSPE]

BHASKAR KHULBE, Director

नई दिल्ली, 19 जून, 2003

का० आ० 1741.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं० 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं० एचडी 60 पीसीआर, 2003 दिनांक 17-04-2003 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से श्री ई०एस० अशोक कुमार, आशुलिपिक, आकाशवाणी, बंगलौर और अन्यों के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं० 49)की धारा 13(2) सपठित धारा 13(1) (ई) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसकत प्रवत्तनों, दुष्करणों और घड़यंत्र तथा उसी संब्लिंगवहर के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं० 228/43/2003-डॉ०एस०पी०ई०]
भास्कर खुल्बे, निदेशक

New Delhi, the 19th June, 2003

S.O. 1741.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act. No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 60 PCR 2003 dated 17-4-2003, hereby extend the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against Shri E.S. Ashok Kumar, Stenographer, All India Radio, Bangalore, and others under Section 13(2) read with 13(1) (e) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/43/2003-DSPE]

BHASKAR KHULBE, Director

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 30 मई, 2003

स्टाम्प

का० आ० 1742.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1)के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, तमिलनाडु विद्युत बोर्ड, चेन्नई को मात्र चौंसठ लाख रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बोर्ड द्वारा 20 जनवरी, 2003 को आवंटित मात्र चौंसठ करोड़ रुपए के समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप वाले प्रत्येक एक-एक लाख रुपए के 9.25% तमिलनाडु बोर्ड

विद्युत पावर बंधपत्रों (श्रृंखला-1/2002) पर स्टाम्प शुल्क के कारण प्रभाव्य है।

[सं० 26/2003-स्टाम्प/फा० सं० 33/25/2003-बि०क०]

आर० जी० छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 30th May, 2003

STAMPS

S.O. 1742.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Tamil Nadu Electricity Board, Chennai to pay consolidated stamp duty of rupees sixty four lakh only chargeable on account of the stamp duty on 9.25% Tamil Nadu Electricity Board Power Bonds (Series-I/2002) of rupees one lakh each in the nature of promissory notes aggregating to rupees sixty four crore only allotted on 20th January, 2003 by the said Board.

[No. 26/2003-STAMP/F. No. 33/25/2003-ST]

R. G. CHHABRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 जून, 2003

का० आ० 1743.—बैंककारी विनियमन अधिनियम, 1949 (1949 का. 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा II की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक दि नीलगिरीज डिस्ट्रिक्ट सेंट्रल को-आपरेटिव बैंक लिं, उधगमंडलम (तमिलनाडु) पर लागू नहीं होंगे।

[फा० सं० 1 (28)/99-ए०सी०]

मंगल मरांडी, अवर सचिव

(Department of Economic Affairs).

(Banking Division)

New Delhi, the 11th June, 2003

S.O. 1743.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of Sub-section (1) of Section II of the said Act shall not apply to The Nilgiris District Central Co-operative Bank Ltd., Udhagamandalam (Tamil Nadu) from the date of publication of this notification in the Official Gazette till March 31, 2004.

[F. No. 1 (28)/1999-AC]

MANGAL MARNDI, Under Secy.

नई दिल्ली, 11 जून, 2003

का० आ० 1744.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक कटक सेंट्रल को-ऑपरेटिव बैंक लिं., कटक (उड़ीसा) पर लागू नहीं होंगे।

[फा० सं० 1 (21)/2003-ए०सी०]

मंगल मरांडी, अवर सचिव

New Delhi, the 11th June, 2003

S.O.1744.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of sub-section (I) of Section 11 of the said Act shall not apply to Cuttack Central Co-operative Bank Ltd., Cuttack (Orissa) from the date of publication of this notification in the Official Gazette till March 31, 2004.

[F. No. 1 (21)/2003-A.C.]

MANGAL MARNDI, Under Secy.

नई दिल्ली, 17 जून, 2003

का० आ० 1745.— बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक दि थंजावूर सेंट्रल को-ऑपरेटिव बैंक लिं., थंजावूर, (तमिलनाडु) पर लागू नहीं होंगे।

[फा० सं० 1 (22)/2003-ए०सी०]

मंगल मरांडी, अवर सचिव

New Delhi, the 17th June, 2003

S. O. 1745.— In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of Sub-section (1) of Section 11 of the said Act shall not apply to The Thanjavur Central Cooperative Bank Ltd., Thanjavur (Tamil Nadu) from the date of publication of this notification in the Official Gazette till March 31, 2004.

[F. No. I(22)/2003-A.C.]

MANGAL MARNDI, Under Secy.

डाक विभाग

कोच्चि, 12 जून, 2003

का० आ० 1746.—केंद्र सरकार की राय में, श्री पी.जी. दामोदरन, जीडीएस एमसी, पानाइकुलम से संबंधित विभागीय जाँच में गवाहों के रूप में बुलाना/गवाहों से कोई दस्तावेज माँगना आवश्यक है।

विभागीय जाँच अधिनियम, 1972 (1972 का 18वाँ) (गवाह की उपस्थिति एवं दस्तावेजों की प्रस्तुति का प्रवर्तन) की धारा 4 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रत्यायोजन करते हुए, केंद्र सरकार अब श्री पी.जी. दामोदरन के विरुद्ध नियम 8 के अधीन पूछताछ के सिलसिले में, उक्त अधिनियम की धारा 5 में विनिर्दिष्ट शक्तियों का प्रत्यायोजन करने जाँच प्राधिकारी के रूप में श्री पी.जी. बाबू, डाक निरीक्षक, कोडुनाल्लूर उपमंडल, कोडुनाल्लूर को एतद्वारा प्राधिकृत करती है।

[सं. अन्वेषण/4-4/6/98]

पी.सी. बाबुराज, पोस्टमास्टर जनरल

DEPARTMENT OF POSTS

Kochi, the 12th June, 2003

S.O. 1746.—Whereas the Central Government is of opinion that for the purposes of the Departmental Inquiry relating to Shri P.G. Damodaran GDSMC, Panaikulam, it is necessary to summon as witnesses/call for any documents from the witnesses.

Now, Therefore, in exercise of the powers conferred by Sub-Section (1) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorises Shri P.G. Babu, Inspector, Posts, Kodungallur Sub Dn. Kodungallur as the Inquiring authority to exercise the power specified in Section 5 of the said Act in relation to Rule 10 Inquiry against Shri P.G. Damodaran.

[No. VIG/4-4/6/98]

P.C. BABURAJ, Postmaster General

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 17 जून, 2003

का० आ० 1747.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात्, एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में—

(क) “अन्नामलाई विश्वविद्यालय”, के सामने ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसमें इसके

पश्चात् स्तंभ (2) कहा गया है] 'डाक्टर ऑफ मेडिसिन (सूक्ष्म जीव विज्ञान)' प्रविष्टि और 'रजिस्ट्रीकरण के लिए संक्षेपाक्षर' शीषक के अधीन [जिसे इसमें इसके पश्चात् स्तंभ (3) कहा गया है] उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

(2)	(3)
"मास्टर ऑफ सर्जरी (विकलांग विज्ञान)"	एम.एस. (आर्थो.) (यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब राजा मुर्थैया मेडिकल कालेज, अन्नामलाई नगर की बाबत अगस्त, 2001 में या उसके पश्चात् प्रदान की गई है)"; (ख) "बंगलौर विश्वविद्यालय", के सामने स्तंभ (2) में, 'डिप्लोमा इन मेडिकल रेडियोथेरेपी' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—
(2)	(3)
"मजिस्ट्रार चीरूगोइ (प्लास्टिक सर्जरी)"	एम.सी.एच. (प्लास्टिक सर्जरी, (यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब बंगलौर मेडिकल कालेज, बंगलौर की बाबत, 1988 में या उसके पश्चात् प्रदान की गई है); एम.सी.एच. (यूरो.) (यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब बंगलौर मेडिकल कालेज, बंगलौर की बाबत, 1980 में या उसके पश्चात् प्रदान की गई है);"
(ग) "बरकतुल्ला विश्वविद्यालय, भोपाल", के सामने स्तंभ (2) में, 'स्त्री रोग विज्ञान और प्रसूति विज्ञान में डिप्लोमा' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	(2)
"मजिस्ट्रार चीरूगोइ (बाल शल्य चिकित्सा विज्ञान)"	एम.डी. (बाल शल्य चिकित्सा विज्ञान) (यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गांधी मेडिकल कालेज, भोपाल की बाबत, अगस्त, 1997 में या उसके पश्चात् प्रदान की गई है); (क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत अक्टूबर, 1981 में या उसके बाद प्रदान की गई है;
(घ) "भारती विद्यापीठ", के सामने स्तंभ (2) में, 'वैचलर ऑफ मेडिसिन एंड वैचलर ऑफ सर्जरी' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	एम.डी. (जनरल मेडिसिन) (यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब भारती विद्यापीठ मेडिकल कालेज, धनकाशाड़ी, पुणे की बाबत, फरवरी, 2000 में या उसके पश्चात् प्रदान की गई है)"; (ङ) "भोपाल विश्वविद्यालय", के सामने स्तंभ (2) में, 'स्त्री रोग विज्ञान और प्रसूति विज्ञान में डिप्लोमा' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—

(2)	(3)
"मजिस्ट्रार चीरूगोइ (बाल शल्य चिकित्सा विज्ञान)"	एम.सी.एच. (बाल शल्य चिकित्सा विज्ञान) (यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब गांधी मेडिकल कालेज, भोपाल की बाबत, अगस्त, 1997 में या उसके पश्चात् प्रदान की गई है); (च) "बम्बई विश्वविद्यालय के सामने" (i) 'मजिस्ट्रार चीरूगोइ (यूरोलोजी)' प्रविष्टि के सामने स्तंभ (2) में, स्तंभ (3) में 'एम.सी.एच. (यूरो.)' प्रविष्टि के पश्चात् आने वाले मौजूदा कोष्ठकों, अक्षरों, शब्दों और आंकड़ों के स्थान पर निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :— "(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब— (क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत अक्टूबर, 1981 में या उसके बाद प्रदान की गई है; (ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत 1980 में या उसके बाद प्रदान की गई है; (ग) टी.एन. मेडिकल कालेज, मुम्बई की बाबत अप्रैल, 1994 में या उसके बाद प्रदान की गई है)"; (ii) 'डिप्लोमा इन साइकोलोजिकल मेडिसिन' प्रविष्टि के सामने स्तंभ (2) में, स्तंभ (3) में 'डी.पी.एम.' प्रविष्टि के पश्चात् आने वाले मौजूदा कोष्ठकों, अक्षरों, शब्दों और आंकड़ों के स्थान पर निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :— "(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—

(2)	(3)	(2)	(3)
(क) टी.एन. मेडिकल कालेज, मुम्बई की बाबत 1964 में या उसके बाद प्रदान की गई है;	(ख) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1981 में या उसके बाद प्रदान की गई है);	डाक्टर ऑफ मेडिसिन (डरमेटोलोजी, वीनेरियोलोजी और लोजी एंड लोग्रोसी)	एम.डी. (डरमेटोलोजी, वीनेरियोलोजी एंड लोग्रोसी)
(iii) 'माजिस्ट्रर चौरूगोइ (यूरोलोजी)' प्रविष्टि के सामने स्तंभ (2) में और उनके बाद स्तंभ (3) से संबंधित प्रविष्टि निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—		(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—	(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—
(2)	(3)	(2)	(3)
"डिप्लोमा इन वीनरियोलोजी डी.बी.डी. एंड डरमेटोलोजी	(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—	"स्त्री रोग विज्ञान और प्रसूति डी.जी.ओ.	(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब बर्धवान मेडिकल कालेज, बर्धवान की बाबत, सितम्बर, 1996 में या उसके पश्चात् प्रदान की गई है);
डाक्टर ऑफ मेडिसिन (गैस्ट्रोएंटरोलोजी)	(क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1979 में या उसके बाद प्रदान की गई है";	रोग विज्ञान में डिप्लोमा	(ज) "गुरुनानक देव विश्वविद्यालय", के सामने स्तंभ (2) में, 'मास्टर ऑफ सर्जरी (ई.एन.टी.)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—
'डाक्टर ऑफ मेडिसिन (नेफ्रोलोजी)	(ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत 1968 में या उसके बाद प्रदान की गई है); डी.एम. (गैस्ट्रो.)	(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—	(क) "गुरुनानक देव विश्वविद्यालय", के सामने स्तंभ (2) में, 'मास्टर ऑफ सर्जरी (ई.एन.टी.)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—
डाक्टर ऑफ मेडिसिन (मनश्वचिकित्सा)	(क) टी.एन. मेडिकल कालेज, मुम्बई की बाबत 1997 में या उसके बाद प्रदान की गई है; (ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत जून, 1992 में या उसके बाद प्रदान की गई है)	डी.एम. (नेफ्रोलोजी)	(ज) "जबलपुर विश्वविद्यालय", के सामने स्तंभ (2) में, 'मास्टर ऑफ सर्जरी (शरीर रचना विज्ञान)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—
डाक्टर ऑफ मेडिसिन (मनश्वचिकित्सा)	(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1981 में या उसके बाद प्रदान की गई है)	डी.डी. (मनश्वचिकित्सा)	(क) "संवेदनाहरण विज्ञान में डी. ए.
		डिप्लोमा	(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब मेडिकल कालेज, जबलपुर की बाबत, 1966 से 1983 तक प्रदान की गई है);

(ज) "महाराष्ट्र यूनिवर्सिटी आफ हैल्थ साईंसिज, नासिक", के सामने स्तंभ (2) में, 'मास्टर ऑफ डिप्लोमा एडमिनिस्ट्रेशन' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

(2)

(3)

"डिप्लोमा इन आर्थोपेडिक्स डी.आर्थो";

(ट) "मंगलौर विश्वविद्यालय", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

(2)

(3)

"डाक्टर ऑफ मेडिसिन (फोरेंसिक मेडिसिन) एम.डी. (फोरेंसिक मेडिसिन)
(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब कस्टूरबा मेडिकल कालेज, मणिपाल की बाबत, दिसम्बर, 1987 में या उसके पश्चात् प्रदान की गई है)";

(ठ) "मणिपाल उच्चतर शिक्षा अकादमी", के सामने स्तंभ (2) में, 'मजिस्ट्रार चीरूगेइ (बाल चिकित्सा सर्जरी)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

(2)

(3)

"डाक्टर ऑफ मेडिसिन (फोरेंसिक मेडिसिन) एम.डी. (फोरेंसिक मेडिसिन)
(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब कस्टूरबा मेडिकल कालेज, मणिपाल की बाबत, दिसम्बर, 1987 में या उसके पश्चात् प्रदान की गई है)";

(ड) "एम.एस. विश्वविद्यालय, बड़ौदा", के सामने स्तंभ (2) में, 'डाक्टर ऑफ मेडिसिन (जैव रसायन)' प्रविष्टि और स्तंभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

(2)

(3)

"डाक्टर ऑफ मेडिसिन (सूक्ष्म जीव विज्ञान) एम.डी. (सूक्ष्म जीव विज्ञान)
(यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब मेडिकल कालेज, बड़ौदा की बाबत, अगस्त, 2000 में या उसके पश्चात् प्रदान की गई है);
एम.डी. (त्वचा विज्ञान, रतिरोग और कुष्ठ रोग)
यह अर्हता तभी मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब मेडिकल कालेज, बड़ौदा की बाबत, 1983 में या उसके पश्चात् प्रदान की गई है)";

(द) "मुम्बई विश्वविद्यालय" के सामने,

(इ) 'मजिस्ट्रार चीरूगेइ (यूरोलोजी)' की प्रविष्टि के सामने स्तंभ (2) में, स्तंभ (3) में 'एम.सी.एच. (यूरो)' प्रविष्टि के पश्चात् आने वाले मौजूदा कोष्ठकों, अक्षरों, शब्दों और आंकड़ों के स्थान पर निम्नलिखित को अंतः स्थापित किया जाएगा, अर्थात् :—

"(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—

(क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत अक्टूबर, 1981 में या उसके बाद प्रदान की गई है;

(ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत 1980 में या उसके बाद प्रदान की गई है;

(ग) टी.एन. मेडिकल कालेज, मुम्बई की बाबत अप्रैल, 1994 में या उसके बाद प्रदान की गई है)";

(ii) 'मनोविज्ञान संबंधी आयुर्विज्ञान में डिप्लोमा' प्रविष्टि के सामने स्तंभ (2) में, स्तंभ (3) में 'डी.पी.एम.' की प्रविष्टि के सामने आने वाले मौजूदा कोष्ठकों, अक्षरों, शब्दों और आंकड़ों के स्थान पर निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

"(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—

(क) टी.एन. मेडिकल कालेज, मुम्बई की बाबत 1964 में या उसके बाद प्रदान की गई है;

(ख) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1981 में या उसके बाद प्रदान की गई है)";

(iii) 'मजिस्ट्रार चीरूगेइ (यूरोलोजी)' प्रविष्टि के सामने स्तंभ (2) में, और उनके बाद स्तंभ (3) से संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

(2)

(3)

"रतिरोग और त्वचा विज्ञान डी.बी.डी.
में डिप्लोमा

"(यह अर्हता तभी मान्यताप्राप्त अर्हता होगी जब—

(क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1979 में या उसके बाद प्रदान की गई है;

(ख) सेठ जी.एस. मेडिकल कालेज,

(2)	(3)	(2)	(3)	
"डॉक्टर ऑफ मेडिसिन (गैस्ट्रोएन्टेरॉलॉजी)	मुम्बई की बाबत 1968 में या उसके बाद प्रदान की गई है); डी.एम. (गैस्ट्रो.) (यह अहंता तभी मान्यताप्राप्त अहंता होगी जब— (क) टी.एन. मेडिकल कालेज, मुम्बई की बाबत 1997 में या उसके बाद प्रदान की गई है); (ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत जून, 1992 में या उसके बाद प्रदान की गई है); डी.एम. (नेफ्रोलॉजी)	(त) "पंजाब विश्वविद्यालय", के सामने संभ (2) में, 'डॉक्टर ऑफ मेडिसिन (मनोचिकित्सा)' की प्रविष्टि और संभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	"डॉक्टर ऑफ मेडिसिन (रेडियोलॉजी) (यह अहंता तभी मान्यताप्राप्त आयुर्विज्ञान अहंता होगी जब गवर्नरमेंट मेडिकल कालेज, अमृतसर की बाबत, 1970 से पहले प्रदान की गई है); (थ) "रांची विश्वविद्यालय", के सामने संभ (2) में, 'स्त्री रोग एवं प्रसूति विज्ञान में डिप्लोमा' प्रविष्टि और संभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	
"डॉक्टर ऑफ मेडिसिन (नेफ्रोलॉजी)	(यह अहंता तभी मान्यताप्राप्त अहंता होगी जब—सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत 1988 में या उसके बाद प्रदान की गई है); एम.डी. (मनो.)	(2)	(3)	
"डॉक्टर ऑफ मेडिसिन (मनोचिकित्सा)	(यह अहंता तभी मान्यताप्राप्त अहंता होगी जब—एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1981 में या उसके बाद प्रदान की गई है); एम.डी. (त्वचा विज्ञान, रति रोग और कुष्ठ रोग)	"डॉक्टर ऑफ मेडिसिन (सूक्ष्म जैव विज्ञान)	एम.डी. (सूक्ष्म जैव विज्ञान) (यह अहंता तभी मान्यताप्राप्त आयुर्विज्ञान अहंता होगी जब राजेन्द्र मेडिकल कालेज, रांची की बाबत, दिसम्बर, 1999 में अथवा उसके पश्चात् प्रदान की गई है); एम. डी. (मनो. मेडि.)	
"डॉक्टर ऑफ मेडिसिन (त्वचा विज्ञान, रति रोग और कुष्ठ रोग)	(यह अहंता तभी मान्यताप्राप्त अहंता होगी जब— (क) एल.टी.एम. मेडिकल कालेज, मुम्बई की बाबत 1979 में या उसके बाद प्रदान की गई है); (ख) सेठ जी.एस. मेडिकल कालेज, मुम्बई की बाबत 1966 में या उसके बाद प्रदान की गई है); (ग) "पूना विश्वविद्यालय", के सामने संभ (2) में, 'डॉक्टर ऑफ मेडिसिन (फोरेंसिक मेडिसिन)' प्रविष्टि और संभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	(द) "रानी दुर्गावती विश्वविद्यालय", के सामने संभ (2) में, 'एनीस्थीसियोलॉजी में डिप्लोमा' की प्रविष्टि के सामने संभ (3) में आने वाले '1966 में या उसके बाद' के शब्दों व अंकड़ों के लिए '1983 में या उसके बाद' शब्दों और अंकड़ों को रखा जाएगा। (घ) "संजय गांधी पोस्ट ग्रेजुएट इंस्टीट्यूट ऑफ मेडिकल साइंस, लखनऊ", के सामने संभ (2) में, 'डॉक्टर ऑफ मेडिसिन (पैथेलोजी)' प्रविष्टि और संभ (3) में उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :—	(2)	(3)
"आर्थोपेडिक्स में डिप्लोमा डी.आर्थो.	(यह अहंता तभी मान्यताप्राप्त आयुर्विज्ञान अहंता होगी जब रुरल मेडिकल कालेज, लोनी की बाबत, जून 1993 में या उसके पश्चात् प्रदान की गई है);	"मजिस्ट्रार चीरूगोई (सर्जिकल गैस्ट्रोएन्टेरोलॉजी)	एम.सी.एच. (सर्जि. गैस्ट्रो.) (यह अहंता तभी मान्यताप्राप्त आयुर्विज्ञान अहंता होगी जब 1993 में या उसके पश्चात् प्रदान की गई है); एम.डी. (एनेस्थी.)	
"(एनेस्थीसियोलॉजी)	(यह अहंता तभी मान्यताप्राप्त आयुर्विज्ञान अहंता होगी जब अप्रैल, 2001 में या उसके पश्चात् प्रदान की गई है)"।	[फा.सं.बी.- 11015/4/2002/एम.इ. (नीति-I)]	पी.जी. कलाधरन, अवर सचिव	

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 17th June, 2003

S.O. 1747.—In exercise of the powers conferred by Sub-section (2) of THE Seciton 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule—

(a) against the “Annamalai University”, under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the entry ‘Doctor of Medicine (Microbiology)’, and the entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
“Master of Surgery (Orthopaedics)	M.S. (Ortho.) (This shall be a recognised medical qualification when granted in or after August, 2001, in respect of Raja Muthiah Medical College, Annamalai Nagar);

(b) against the “Bangalore University”, in column (2), after the entry ‘Diploma in Medical Radiotherapy’ and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
“Magistrar Chirurgiae (Plastic Surgery)	M.Ch. (Plastic Surg.) (This shall be a recognised medical qualification when granted in or after 1988, in respect of Bangalore Medical College, Bangalore);
Magistrar Chirurgiae (Urology)	M.Ch. (Uro.) (This shall be a recognised medical qualification when granted in or after 1980, in respect of Bangalore Medical College, Bangalore);

(c) against the “Barkatullah University, Bhopal”, in column (2), after the entry ‘Diploma in Gynaecology and Obstetrics’ and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
“Magistrar Chirurgiae (Paediatric Surgery)	M.Ch. (Pead. Surg.) (This shall be a recognised medical qualification when granted in or after August, 1997, in respect of Gandhi Medical College, Bhopal);

(d) against the “Bharati Vidyapeeth”, in column (2), after the entry ‘Bachelor of Medicine and Bachelor of Surgery’ and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
“Doctor of Medicine (General Medicine)	M.D. (Genl. Med.) (This qualification shall be a recognised medical qualification when granted in or after February, 2000, in respect of Bharati Vidyapeeth Medical College, Dhankawadi, Pune);
	(e) against the “Bhopal University”, in column (2), after the entry ‘Diploma in Gynaecology and Obstetrics’ and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
“Magistrar Chirurgiae (Paediatric Surgery)	M.Ch. (Pead. Surg.) (This shall be a recognised medical qualification when granted in or after August, 1997, in respect of Gandhi Medical College, Bhopal);

(f) against the “University of Bombay”

(i) in column (2), against the entry ‘Magistrar Chirurgiae (Urology)’, for the existing brackets, letters, words and figures occurring after the entry ‘M.Ch. (Uro.)’ in column (3), the following shall be substituted, namely :—

“(This shall be a recognised medical qualification when granted—

- (a) in or after October, 1981 in respect of L.T.M. Medical College, Mumbai;
- (b) in or after 1980 in respect of Seth G.S. Medical College, Mumbai;
- (c) in or after April, 1994 in respect of T.N. Medical College, Mumbai);

(ii) in column (2), against the entry ‘Diploma in Psychological Medicine’, for the existing brackets, letters, words and figures occurring after the entry ‘D.P.M.’ in column (3), the following shall be substituted, namely :—

“(This shall be a recognised medical qualification when granted—

- (a) in or after 1964 in respect of T.N. Medical College, Mumbai)

(b) in or after 1981 in respect of L.T.M. Medical College, Mumbai);

(iii) in column (2), after the entry 'Magistrar Chirurgiae (Urology)' and the entry relating thereto in column (3), the following shall be inserted namely :—

(2)	(3)
"Diploma in Venereology & Dermatology	D.V.D.

(This shall be a recognised medical qualification when granted—

- (a) in or after 1979 in respect of L.T.M. Medical College, Mumbai;
- (b) in or after 1968 in respect of Seth G.S. Medical College, Mumbai)

Doctor of Medicine (Gastroenterology)

D.M. (Gastro.)

(This shall be a recognised medical qualification when granted—

- (a) in or after 1997 in respect of T.N. Medical College, Mumbai;
- (b) in or after June 1992 in respect of Seth G.S. Medical College, Mumbai)

Doctor of Medicine (Nephrology)

D.M. (Nephrology)

(This shall be a recognised medical qualification when granted in or after 1988, in respect of Seth G.S. Medical College, Mumbai)

M.D. (Psy.)

(This shall be a recognised medical qualification when granted in or after 1981, in respect of L.T.M. Medical College, Mumbai)

M.D. (Skin & V.D.)

(This shall be a recognised medical qualification when granted—

- (a) in or after 1979 in respect of L.T.M. Medical College, Mumbai;
- (b) in or after 1966 in respect of Seth G.S. Medical College, Mumbai);

(g) against the "Burdwan University", in column (2), after the entry 'Doctor of Medicine (Biochemistry)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
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"Diploma in Gynaecology and Obstetrics

D.G.O.

(This shall be a recognised medical qualification when granted in or after September, 1996 in respect of Burdwan Medical College, Burdwan");

(h) against the "Guru Nanak University", in column (2), after the entry 'Master of Surgery (E.N.T.)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
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"Doctor of Medicine M.D. (Rad.)
(Radiology)

(This shall be a recognised medical qualification when granted from 1970 to July 1975 in respect of Government Medical College, Amritsar);

(i) against the "Jabalpur University", in column (2), after the entry 'Master of Surgery (Anatomy)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
-----	-----

"Diploma in Anaesthesia D.A.
siology

(This shall be a recognised medical qualification when granted from 1966 to 1983 in respect of Medical College, Jabalpur);

(j) against the "Maharashtra University of Health Sciences, Nasik", in column (2), after the entry 'Master of Hospital Administration' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
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"Diploma in Orthopaedics

D.Ortho";

(k) against the "Mangalore University", in column (2), after the entry 'Doctor of Medicine (Community Medicine)' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
-----	-----

"Doctor of Medicine M.D. (Forensic Medicine)
(Forensic Medicine)

(2)	(3)	
	(This qualification shall be a recognised medical qualification when granted in or after December, 1987, in respect of Kasturba Medical College, Manipal);	(c) in or after April, 1994 in respect of T.N. Medical College, Mumbai"; (ii) in column (2), against the entry 'Diploma in Psychological Medicine' for the existing brackets, letters, words and figures occurring after the entry 'D.P.M.' in column (3), the following shall be substituted, namely :— "(This shall be a recognised medical qualification when granted — (a) in or after 1964 in respect of T.N. Medical College, Mumbai; (b) in or after 1981 in respect of L.T.M. Medical College, Mumbai");
(l) against the "Manipal Academy of Higher Education", in column (2), after the entry 'Magistrar of Chirurgiae (Paediatric Surgery)' and the entry relating thereto in column (3), the following shall be inserted, namely :—		(iii) in column (2), after the entry 'Magistrar Chirurgiae(Urology)' and the entry relating thereto in column (3), the following shall be inserted, namely :—
(2)	(3)	
"Doctor of Medicine (Forensic Medicine)	M.D. (Forensic Medicine)	"Diploma in Venereology & Dermatology
	(This qualification shall be a recognised medical qualification when granted in or after December, 1987, in respect of Kasturba Medical College, Manipal)	D.V.D.
(m) against the "M.S. University of Baroda", in column (2), after the entry 'Doctor of Medicine (Biochemistry)' and the entry relating thereto in column (3), the following shall be inserted, namely :—		(This shall be a recognised medical qualification when granted — (a) in or after 1979 in respect of L.T.M. Medical College, Mumbai; (b) in or after 1968 in respect of Seth G.S. Medical College, Mumbai);
(2)	(3)	
"Doctor of Medicine (Microbiology)	M.D. (Microbiology)	Doctor of Medicine (Gastroenterology)
	(This shall be a recognised medical qualification when granted in or after August, 2000 in respect of Medical College, Baroda);	D.M. (Gastro.)
Doctor of Medicine (Skin & V.D.)	M. D. (Skin & V.D.) (This shall be a recognised medical qualification when granted in or after 1983 in respect of Medical College, Baroda);	(This shall be a recognised medical qualification when granted — (a) in or after 1997 in respect of L.T.M. Medical College, Mumbai); (b) in or after June, 1992 in respect of Seth G.S. Medical College, Mumbai);
(n) against the "University of Mumbai";		Doctor of Medicine (Nephrology)
(i) in column (2), after the entry 'Magistrar Chirurgiae (Urology)' for the existing brackets, letters, words and figures occurring after the entry 'M. Ch. (Uro.)' in column (3), the following shall be inserted, namely :—	(This shall be a recognised medical qualification when granted — (a) in or after October, 1981 in respect of L.T.M. Medical College, Mumbai; (b) in or after 1980 in respect of Seth G.S. Medical College, Mumbai;	D.M. (Nephrology)
	(This shall be a recognised medical qualification when granted —	(This shall be a recognised medical qualification when granted in or after 1988, in respect of Seth G.S. Medical College, Mumbai);
	(a) in or after October, 1981 in respect of L.T.M. Medical College, Mumbai;	Doctor of Medicine (Psychiatry)
	(b) in or after 1980 in respect of Seth G.S. Medical College, Mumbai;	M.D. (Psy.)

(2)	(3)	(2)	(3)
	(This shall be a recognised medical qualification when granted in or after 1981, in respect of L.T.M. Medical College, Mumbai);		(This shall be a recognised medical qualification when granted in or after December 1999, in respect of Rajendra Medical College, Ranchi);
Doctor of Medicine (Skin & V.D.)	M.D. (Skin & V.D.) (This shall be a recognised medical qualification when granted – (a) in or after 1979 in respect of L.T.M. Medical College, Mumbai; (b) in or after 1966 in respect of Seth G.S. Medical College, Mumbai);	Doctor of Medicine (Psychological Medicine)	M.D. (Psycho. Med.) (This shall be a recognised medical qualification when granted from 1971 to December, 1992, in respect of Central Institute of Psychiatry, Ranchi);
(o) against the "University of Poona", in column (2), after the entry 'Doctor of Medicine (Forensic Medicine)' and the entry relating thereto in column (3), the following shall be inserted, namely :—			
(2)	(3)	(2)	(3)
"Diploma in Orthopaedics	D. Ortho. (This shall be a recognised medical qualification when granted in or after June, 1993, in respect of Rural Medical College, Loni);	"Magistrar Chirurgiae (Surgical Gastroenterology)	M.Ch. (Surg. Gastro.) (This shall be a recognised medical qualification when granted in or after 1993)
(p) against the "Punjab University", in column (2), after the entry 'Doctor of Medicine (Psychiatry)' and the entry relating thereto in column (3), the following shall be inserted, namely ;—			
(2)	(3)	(2)	(3)
"Doctor of Medicine (Radiology)	M.D. (Rad.) (This shall be a recognised medical qualification when granted before 1970, in respect of Government Medical College, Amritsar);	Doctor of Medicine (Anaesthesiology)	M.D. (Anaes.) (This shall be a recognised medical qualification when granted in or after April, 2001).
(q) against the "Ranchi University", in column (2), after the entry 'Diploma in Gynaecology and Obstetrics' and the entry relating thereto in column (3), the following shall be inserted, namely :—			
(2)	(3)	[No. V. 11015/4/2002-ME(Policy-I)] P. G. KALADHARAN, Under Secy.	
"Doctor of Medicine (Microbiology)	M.D. (Microbiology) (This shall be a recognised medical qualification when granted in or after December 1999, in respect of Rajendra Medical College, Ranchi);	नई दिल्ली, 17 जून, 2003 का. आ. 1748.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की पहली अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :— उक्त अनुसूची में— (क) "मान्यताप्राप्त आयुर्विज्ञान अर्हता" (जिसे इसमें इसके पश्चात् संभ (2) कहा गया है) शीर्ष के अधीन "आंध्र विश्वविद्यालय" के सामने "त्वचा विज्ञान में डिप्लोमा" और "रजिस्ट्रीकरण के लिए संपेक्षकार" (जिसे इसमें इसके पश्चात् संभ (3) कहा गया है) शीर्ष	

के अधीन उससे संबंधित प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

(2)	(3)
डाक्टर ऑफ मेडिसिन (संवेदनाहरण विज्ञान)	एम. डी. (संवेदनाहरण विज्ञान)
डाक्टर ऑफ मेडिसिन (सूक्ष्मजीव विज्ञान)	एम. डी. (सूक्ष्मजीव विज्ञान)
डाक्टर ऑफ मेडिसिन (क्षयरोग एवं वक्ष/श्वसनी रोग)	एम. डी. (क्षयरोग एवं वक्ष/श्वसनी रोग)

(ख) स्तंभ (2) में “आन्त्र प्रदेश, स्वास्थ्य विज्ञान विश्वविद्यालय” के समक्ष स्तंभ (3) में प्रविष्टि “न्यायिक चिकित्सा में डिप्लोमा” और उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

(2)	(3)
“मनोविज्ञानी चिकित्सा में डिप्लोमा	डी. पी. एम.
डाक्टर ऑफ मेडिसिन (जठरान्त्र रोग विज्ञान)	डी. एम. (जठरान्त्र रोग विज्ञान)
डाक्टर ऑफ मेडिसिन (नेफ्रोलाजी)	डी. एम. (नेफ्रोलाजी)
डाक्टर ऑफ मेडिसिन (तंत्रिका विज्ञान)	डी. एम. (तंत्रिका विज्ञान)
मजिस्ट्रार ऑफ चिरुर्गोई (कार्डियोथो-रेसिक शल्य चिकित्सा)	एम. सी. एच. (कार्डियोथो-रेसिक शल्य चिकित्सा)
मजिस्ट्रार ऑफ चिरुर्गोई (प्लास्टिक शल्य चिकित्सा)	एम. सी. एच. (प्लास्टिक शल्य चिकित्सा)
डाक्टर ऑफ मेडिसिन (मनश्चिकित्सा/मनोविज्ञानी चिकित्सा)	एम. डी. (मनश्चिकित्सा/मनोविज्ञानी चिकित्सा)
डाक्टर ऑफ मेडिसिन (क्षयरोग एवं वक्ष/श्वसनी रोग)	एम. डी. (क्षयरोग एवं वक्ष/श्वसनी रोग)

(ग) स्तंभ (2) में (3) में प्रविष्टि ‘त्वचाविज्ञान में डिप्लोमा’ और उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा:—

(2)	(3)
डाक्टर ऑफ मेडिसिन (संवेदनाहरण विज्ञान)	एम. डी. (संवेदनाहरण विज्ञान)
डाक्टर ऑफ मेडिसिन (प्रसूति एवं स्त्री रोग विज्ञान)	एम. डी. (प्रसूति एवं स्त्री रोग विज्ञान)

(घ) स्तंभ (2) में “नागर्जुन विश्वविद्यालय” के समक्ष स्तंभ (3) में प्रविष्टि “बाल स्वास्थ्य में डिप्लोमा” और उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

(2)	(3)
क्षय रोग एवं वक्ष रोग में डिप्लोमा	डी. टी. सी. डी.
डाक्टर ऑफ मेडिसिन (जीव रसायन)	एम.डी. (जीव रसायन)

(ङ) स्तंभ (2) में “एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा” के समक्ष स्तंभ (3) में प्रविष्टि ‘न्यायिक चिकित्सा में डिप्लोमा’ और उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

(2)	(3)
“मनोविज्ञानी चिकित्सा में डिप्लोमा	डी. पी. एम.
डाक्टर ऑफ मेडिसिन (जठरान्त्र रोग विज्ञान)	डी. एम. (जठरान्त्र रोग विज्ञान)
डाक्टर ऑफ मेडिसिन (नेफ्रोलाजी)	डी. एम. (नेफ्रोलाजी)
डाक्टर ऑफ मेडिसिन (तंत्रिका विज्ञान)	डी. एम. (तंत्रिका विज्ञान)
मजिस्ट्रार ऑफ चिरुर्गोई (कार्डियोथो-रेसिक शल्य चिकित्सा)	एम. सी. एच. (कार्डियोथो-रेसिक शल्य चिकित्सा)
मजिस्ट्रार ऑफ चिरुर्गोई (प्लास्टिक शल्य चिकित्सा)	एम. सी. एच. (प्लास्टिक शल्य चिकित्सा)
डाक्टर ऑफ मेडिसिन (मनश्चिकित्सा/मनोविज्ञानी चिकित्सा)	एम. डी. (मनश्चिकित्सा/मनोविज्ञानी चिकित्सा)
डाक्टर ऑफ मेडिसिन (क्षयरोग एवं वक्ष/श्वसनी रोग)	एम. डी. (क्षयरोग एवं वक्ष/श्वसनी रोग)

(च) स्तंभ (2) “उस्मानिया विश्वविद्यालय” के समक्ष स्तंभ (3) में प्रविष्टि ‘त्वचा विज्ञान में डिप्लोमा’ और उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा, अर्थात्:—

(2)	(3)
डाक्टर ऑफ मेडिसिन (जठरान्त्र रोग विज्ञान)	डी. एम. (जठरान्त्र रोग विज्ञान)
डाक्टर ऑफ मेडिसिन (नेफ्रोलाजी)	डी. एम. (नेफ्रोलाजी)
डाक्टर ऑफ मेडिसिन (तंत्रिका विज्ञान)	डी. एम. (तंत्रिका विज्ञान)
मजिस्ट्रार ऑफ चिरुर्गोई (कार्डियोथो-रेसिक शल्य चिकित्सा)	एम. सी. एच. (कार्डियोथो-रेसिक शल्य चिकित्सा)
मजिस्ट्रार ऑफ चिरुर्गोई (प्लास्टिक शल्य चिकित्सा)	एम. सी. एच. (प्लास्टिक शल्य चिकित्सा)

(छ) “श्री बैंकटेश्वर विश्वविद्यालय” के समक्ष—

(i) स्तंभ (2) में प्रविष्टि ‘डाक्टर ऑफ मेडिसिन (प्रसूति एवं स्त्री रोग विज्ञान)’ के समक्ष स्तंभ (3) में प्रविष्टि ‘एम. डी. (प्रसूति एवं स्त्री रोग विज्ञान)’ के बाद आए मौजूदा अक्षरों, शब्दों और आंकड़ों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात्:—

“(यह तभी एक मान्यता प्राप्त चिकित्सीय अर्हता होगी जब यह कुर्नूल मेडिकल कालेज, कुर्नूल और एस. बी. मेडिकल कालेज, तिरुपति के संबंध में 31-3-1990 से पहले प्रदान की गई हो।)”;

(ii) संभं (2) में प्रविष्टि 'संवेदनाहरण विज्ञान में डिप्लोमा' और संभं (3) में उससे संबद्ध प्रविष्टि के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा :—

(2)	(3)
त्वचा विज्ञान में डिप्लोमा	डी.डी.
प्रसूति एवं स्त्री रोग विज्ञान में डिप्लोमा	डी.जी.ओ.
मनोविज्ञानी चिकित्सा में डिप्लोमा	डी.पी.एम.
क्षयरोग एवं वक्ष रोग में डिप्लोमा	डी.टी.सी.डी.
डाक्टर ऑफ मेडिसिन (त्वचा विज्ञान)	एम.डी. (त्वचा विज्ञान,
डाक्टर ऑफ मेडिसिन (सूक्ष्म जीव विज्ञान)	एम.डी. (सूक्ष्म जीव विज्ञान)
डाक्टर ऑफ मेडिसिन (बाल रोग चिकित्सा)	एम.डी. (बाल रोग चिकित्सा)
डाक्टर ऑफ मेडिसिन (मनश्चिकित्सा/ मनोविज्ञानी चिकित्सा)	एम.डी. (मनश्चिकित्सा/ मनोविज्ञानी चिकित्सा)
डाक्टर ऑफ मेडिसिन (क्षयरोग एवं वक्ष/ श्वसनी रोग)	एम.डी. (क्षयरोग एवं वक्ष/ श्वसनी रोग)
मास्टर आफ सर्जरी (कान नाक गला)	एम.एस. (कान नाक गला)
मास्टर आफ सीडी (आर्थोपेडिक्स)	एम.एस. (आर्थोपेडिक्स)

[संख्या वी-11015/5/2002-एम ई(नीति-I)]

पी. जी. कलाधरन्, अवर सचिव

New Delhi, the 17th June, 2003

S.O. 1748.—In exercise of the powers conferred by Sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule—

(a) against "University of Andhra", under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the entry 'Diploma in Dermatology' and the entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
"Doctor of Medicine (Anaesthesiology)"	M.D. (Anaes.)
Doctor of Medicine (Microbiology)	M.D. (Microbiology)
Doctor of Medicine (Tuberculosis & Chest/Respiratory Diseases)"	M.D. (T.B. & Chest/Respiratory Diseases)"

(b) against "Andhra Pradesh, University of Health Sciences, Vijayawada", in column (2), after the entry 'Diploma in Forensic Medicine' and the entry relating

thereto in column (3), the following shall be inserted, Namely :—

(2)	(3)
"Diploma in Psychological Medicine"	D.P.M.
Doctor of Medicine (Gastroenterology)	D.M. (Gastro.)
Doctor of Medicine (Nephrology)	D.M. (Nephrology)
Doctor of Medicine (Neurology)	D.M. (Neurology)
Magistrar Chirurgiae (Cardio Thoracic Surgery)	M.Ch. (Cardio Thoracic Surg.)
Magistrar Chirurgiae (Plastic Surgery)	M.Ch. (Plastic Surg.)
Doctor of Medicine (Psychiatry/ Psychological Medicine)	M.D. (Psy./Psycho. Med.)
Doctor of Medicine (Tuberculosis & Chest/Respiratory Diseases)"	M.D. (T.B. & Chest/ Rest. Diseases)"

(c) against the "Kakatiya University", in column (2), after the entry 'Diploma in Dermatology', and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
"Doctor of Medicine (Anaesthesiology)"	M.D. (Anaes.)
Doctor of Medicine (Obstetrics & Gynaecology)"	M.D. (Obst. & Gynae)"

(d) against the "Nagarjuna University", in column (2), after the entry 'Diploma in Child Health' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
"Diploma of Tuberculosis and Chest Diseases"	D.T.C.D.
Doctor of Medicine (Biochemistry)"	M.D. (Biochemistry)"

(e) against the "N.T.R. University of Health Sciences, Vijayawada", in column (2), after the entry 'Diploma in Forensic Medicine' and the entry relating thereto in column (3), the following shall be inserted, namely :—

(2)	(3)
"Diploma in Psychological Medicine"	D.P.M.
Doctor of Medicine (Gastroenterology)"	D.M. (Gastro.)
Doctor of Medicine (Nephrology)"	D.M. (Nephrology)

(2)	(3)	(2)	(3)
Doctor of Medicine (Neurology)	D.M. (Neurology)	Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Magistrar Chirurgiae (Cardio Thoracic Surgery)	M. Ch. (Cardio Thoracic Surg.)	Doctor of Medicine (Psychiatry/ Psychological Medicine)	M.D. (Psy./Psycho. Med.)
Magistrar Chirurgiae (Plastic Surgery)	M. Ch. (Plastic Surg.)	Doctor of Medicine (Tuberculosis & Chest/Respiratory Disease)	M.D. (T.B. & Chest/Res. Diseases)
Doctor of Medicine (Psychiatry/ Psychological Medicine)	M.D. (Psy./Psycho. Med.)	Master of Surgery (E.N.T.)	M.S. (E.N.T.)
Doctor of Medicine (Tuberculosis & Chest/Respiratory Diseases)	M.D. (T.B. & Chest/Res. Diseases)"	Master of Surgery (Orthopaedics)	M.S. (Ortho.)"

(f) against the "University of Osmania", in column (2), after the entry 'Diploma in Dermatology' and the entry relating thereto in column (3), the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine (Gastro-enterology)	D.M. (Gastro.)
Doctor of Medicine (Nephrology)	D.M. (Nephrology)
Doctor of Medicine (Neurology)	D.M. (Neurology)
Magistrar Chirurgiae (Cardio Thoracic Surgery)	M.Ch. (Cardio Thoracic Surg.)
Magistrar Chirurgiae (Plastic Surgery)	M.Ch. (Plastic Surg.)"

(g) against the "Sri Venkateswara University"

(i) in column (2) against the entry 'Doctor of Medicine (Obstetrics and Gynaecology)', for the existing letters, words and figures occurring after the entry 'M.D. (Obst. & Gynae.)' in column (3), the following shall be substituted, namely:—

"(This shall be a recognised medical qualification when granted before 31-3-1990 in respect of Kurnool Medical College, Kurnool and S.V. Medical College, Tirupati)"

(ii) in column (2), after the entry 'Diploma in Anaesthesiology' and the entry relating thereto in column (3), the following shall be inserted, namely:—

(2)	(3)
Diploma in Dermatology	D.D.
Diploma in Gynaecology and Obstetrics	D.G.O.
Diploma in Psychological Medicine	D.P.M.
Diploma in Tuberculosis and Chest Diseases	D.T.C.D.
Doctor of Medicine (Dermatology)	M.D. (Derm.)
Doctor of Medicine (Microbiology)	M.D. (Microbiology)

[No. V. 110] 5/5/2002-ME (Policy-I)
P. G. KALADHARAN, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 12 जून, 2003

का. आ. 1749.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृद्धि ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

- | | | |
|-----------------------|-----------------------|-----------------------|
| 1. भारतीय खाद्य निगम, | 2. भारतीय खाद्य निगम, | 3. भारतीय खाद्य निगम, |
| क्षेत्रीय कार्यालय, | क्षेत्रीय कार्यालय, | क्षेत्रीय कार्यालय, |
| भुवनेश्वर | रांची (झारखण्ड) | जम्मू व कश्मीर |
| | | क्षेत्र, जम्मू |

[सं. E-11011/1/2001-हिन्दी]

रजनी राजदान, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food & Public Distribution)

New Delhi, the 12th June, 2003

S.O. 1749.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Dept. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi:

1. Food Corporation of India, 2. Food Corporation of India, Regional Office, Bhubaneshwar. Regional Office, Ranchi (Jharkhand).
3. Food Corporation of India, Regional Office, Jammu & Kashmir Region, Jammu.

[No. E-11011/1/2001-Hindi]

RAJINI RAZDAN, Jt. Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 9 जून, 2003

का. आ. 1750.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में वाणिज्य विभाग के अंतर्गत आने वाले निम्नलिखित कार्यालयों को अधिसूचित करती है, जिसके 80% से अधिक कर्मचारीवृद्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है:—

1. एमएमटीसी लि.

झंडेवालान क्षेत्रीय कार्यालय
जी-3, फ्लेटिङ फैक्टरीज काम्पलैक्स
रानी झांसी रोड़ झंडेवालान,
नई दिल्ली-110055

2. एमएमटीसी लि.

एमएमटीसी हाऊस
सी-23, ई-ब्लॉक
बांद्रा कुला काम्पलैक्स
बांद्रा ईस्ट
मुम्बई-400051

[सं. ई-11013/3/99-हिन्दी]

ए. पी. सैनी, निदेशक (राजभाषा)

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 9th June, 2003

S.O. 1750.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices whereof more than 80% Staff have acquired a working knowledge of Hindi:—

1. MMTC Limited

Jhandewallan Regional Office
G-3, Flatted Factories Complex
Rani Jhansi Road, Jhandewallan
New Delhi-110055.

2. MMTC Limited

MMTC House
C-23, E-Block
Bandra Kurla Complex
Bandra East,
Mumbai-400051.

[No. E-11013/3/99-Hindi]

L. P. SAINI, Director (O. L.)

विद्युत मंत्रालय

नई दिल्ली, 9 जून, 2003

का. आ. 1751.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में पावरग्रिड कारपोरेशन ऑफ इंडिया लि., नई दिल्ली के नियंत्रणाधीन उत्तरी क्षेत्रीय भार प्रेयण केन्द्र, कटवारिया सराय, नई दिल्ली कार्यालय को, जिसके 80 प्रतिशत कर्मचारीवृद्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:—

[सं. 11017/2/94-हिन्दी]

अजय शंकर, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 9th June, 2003

S.O. 1751.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the Northern Regional Load Despatch Centre, Katwaria Sarai, New Delhi under the control of Powergrid Corporation of India Ltd., New Delhi, the Staff whereof have acquired 80% working knowledge of Hindi.

[No. 11017/2/94-Hindi]

AJAY SHANKAR, Jr. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 10 जून, 2003

का. आ. 1752.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में दूरदर्शन महानिदेशालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृद्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

1. दूरदर्शन अनुरक्षण केन्द्र, रायपुर
2. दूरदर्शन अल्प शक्ति प्रेपित्र, डोंगरगढ़
3. दूरदर्शन अल्प शक्ति प्रेपित्र, कांकेर
4. दूरदर्शन अल्प शक्ति प्रेपित्र, राजहरा
5. दूरदर्शन अल्प शक्ति प्रेपित्र, मलांजखंड
6. दूरदर्शन अल्प शक्ति प्रेपित्र, आगर
7. दूरदर्शन अल्प शक्ति प्रेपित्र, अलीराजपुर
8. दूरदर्शन अल्प शक्ति प्रेपित्र, उज्जैन
9. दूरदर्शन अल्प शक्ति प्रेपित्र, कुक्षी
10. दूरदर्शन अल्प शक्ति प्रेपित्र, खण्डवा
11. दूरदर्शन अल्प शक्ति प्रेपित्र, खारगांव
12. दूरदर्शन अल्प शक्ति प्रेपित्र, झाझुआ
13. दूरदर्शन अल्प शक्ति प्रेपित्र, नागदा
14. दूरदर्शन अल्प शक्ति प्रेपित्र, बड़वानी
15. दूरदर्शन अल्प शक्ति प्रेपित्र, शाजापुर
16. दूरदर्शन अनुरक्षण केन्द्र, कोटा
17. दूरदर्शन अल्प शक्ति प्रेपित्र, कोटा
18. दूरदर्शन अल्प शक्ति प्रेपित्र, झालावाड़
19. दूरदर्शन अल्प शक्ति प्रेपित्र, सवाई माधोपुर
20. दूरदर्शन अल्प शक्ति प्रेपित्र, गंगापुर सिटी
21. दूरदर्शन अल्प शक्ति प्रेपित्र, बारां
22. दूरदर्शन केन्द्र, मऊ
23. दूरदर्शन उच्च शक्ति प्रेपित्र, सूरत
24. दूरदर्शन अल्प शक्ति प्रेपित्र, नवसारा
25. दूरदर्शन अल्प शक्ति प्रेपित्र, वलसाड़
26. दूरदर्शन अल्प शक्ति प्रेपित्र, दमन
27. दूरदर्शन अल्प शक्ति प्रेपित्र, डोसवाड़ा
28. दूरदर्शन अल्प शक्ति प्रेपित्र, व्यारा

29. दूरदर्शन अल्प शक्ति प्रेपित्र, आहवा
 30. दूरदर्शन अल्प शक्ति प्रेपित्र, डांडी
 31. दूरदर्शन अल्प शक्ति प्रेपित्र, धरमपुर
 32. दूरदर्शन अल्प शक्ति प्रेपित्र, नवापुर
 33. दूरदर्शन केन्द्र, देहरादून
 34. दूरदर्शन अनुरक्षण केन्द्र, पोर्टब्लेयर
 35. दूरदर्शन अल्प शक्ति प्रेपित्र, कार निकोबार
 36. दूरदर्शन अनुरक्षण केन्द्र, हनुमानगढ़
 37. दूरदर्शन अल्प शक्ति प्रेपित्र, हनुमानगढ़
 38. दूरदर्शन अल्प शक्ति प्रेपित्र, रावतसर
 39. दूरदर्शन अल्प शक्ति प्रेपित्र, नोहर
 40. दूरदर्शन अल्प शक्ति प्रेपित्र, भादा
 41. दूरदर्शन अल्प शक्ति प्रेपित्र, मंडी डब्बाली
 42. दूरदर्शन अल्प शक्ति प्रेपित्र, सिरसा
 43. दूरदर्शन अनुरक्षण केन्द्र, मैसूर
 44. दूरदर्शन केन्द्र, विसूर
 45. दूरदर्शन केन्द्र, हिसार
 46. दूरदर्शन उच्च शक्ति प्रेषित, कुरनूल
 47. दूरदर्शन अनुरक्षण केन्द्र, वारंगल
 48. दूरदर्शन उच्च शक्ति प्रेपित्र वारंगल
 49. दूरदर्शन अल्प शक्ति प्रेपित्र, खम्माम
 50. दूरदर्शन अल्प शक्ति प्रेपित्र, कोलगुडे
 51. दूरदर्शन अल्प शक्ति प्रेपित्र, भद्राचलम
 52. दूरदर्शन अल्प शक्ति प्रेपित्र, येल्लंडू
 53. दूरदर्शन अल्प शक्ति प्रेपित्र, मधिरा
 54. दूरदर्शन अनुरक्षण केन्द्र, शिवपुरी
 55. दूरदर्शन अल्प शक्ति प्रेपित्र, शिवपुरी
 56. दूरदर्शन अल्प शक्ति प्रेपित्र, गुना
 57. दूरदर्शन अल्प शक्ति प्रेपित्र, राथोगढ़
 58. दूरदर्शन अल्प शक्ति प्रेपित्र, करौरा
 59. दूरदर्शन अल्प शक्ति प्रेपित्र, श्योपुरकला

[सं. ई.-11017/4/2002-हिन्दी]

समय सिंह कटारिया, निदेशक (राजभाषा)

**MINISTRY OF INFORMATION AND
BROADCASTING**

New Delhi, the 10th June, 2003

S.O. 1752.—In pursuance of Sub-rule (4) of rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following subordinate offices of DG: Doordarshan (Ministry of Information and Broadcasting), more than 80% of the Staff whereof have acquired the working knowledge of Hindi:—

1. Doordarshan Maintenance Centre, Raipur.
2. Doordarshan Low Power Transmitter, Dungargarh.
3. Doordarshan Low Power Transmitter, Kanker.
4. Doordarshan Low Power Transmitter, Rajhara.
5. Doordarshan Low Power Transmitter, Malanjkhand.

6. Doordarshan Low Power Transmitter, Agar.
7. Doordarshan Low Power Transmitter, Alirajpur.
8. Doordarshan Low Power Transmitter, Ujjain.
9. Doordarshan Low Power Transmitter, Kukshi.
10. Doordarshan Low Power Transmitter, Khandwa.
11. Doordarshan Low Power Transmitter, Khargaon.
12. Doordarshan Low Power Transmitter, Jhabua.
13. Doordarshan Low Power Transmitter, Nagda.
14. Doordarshan Low Power Transmitter, Bodwani.
15. Doordarshan Low Power Transmitter, Shajapur.
16. Doordarshan Maintenance Centre, Kota.
17. Doordarshan Low Power Transmitter, Kota.
18. Doordarshan Low Power Transmitter, Jhalawad.
19. Doordarshan Low Power Transmitter, Sawai Madhopur.
20. Doordarshan Low Power Transmitter, Gangapur City.
21. Doordarshan Low Power Transmitter, Baran.
22. Doordarshan Kendra, Mau.
23. Doordarshan High Power Transmitter, Surat.
24. Doordarshan Low Power Transmitter, Navsara.
25. Doordarshan Low Power Transmitter, Valsad.
26. Doordarshan Low Power Transmitter, Daman.
27. Doordarshan Low Power Transmitter, Doswada.
28. Doordarshan Low Power Transmitter, Vyara.
29. Doordarshan Low Power Transmitter, Ahwa.
30. Doordarshan Low Power Transmitter, Dandi.
31. Doordarshan Low Power Transmitter, Dharampur.
32. Doordarshan Low Power Transmitter, Navapur.
33. Doordarshan Kendra, Dehradun.
34. Doordarshan Maintenance Centre, Port Blair.
35. Doordarshan Low Power Transmitter, Car Nicobar.
36. Doordarshan Maintenance Centre, Hanumangarh.
37. Doordarshan Low Power Transmitter, Hanumangarh.
38. Doordarshan Low Power Transmitter, Ravatsar.
39. Doordarshan Low Power Transmitter, Nohar.
40. Doordarshan Low Power Transmitter, Bhadra.
41. Doordarshan Low Power Transmitter, Mandi Dabwali.
42. Doordarshan Low Power Transmitter, Sirsa.
43. Doordarshan Maintenance Centre, Mysore.
44. Doordarshan Kendra, Trissur.
45. Doordarshan Kendra, Hissar.
46. Doordarshan High Power Transmitter, Kurnool.
47. Doordarshan Maintenance Centre, Warrangal.
48. Doordarshan High Power Transmitter, Warrangal.
49. Doordarshan Low Power Transmitter, Khanumam.
50. Doordarshan Low Power Transmitter, Kothagudem.
51. Doordarshan Low Power Transmitter, Bhadrachalam.
52. Doordarshan Low Power Transmitter, Yellandu.
53. Doordarshan Low Power Transmitter, Madhira.
54. Doordarshan Maintenance Centre, Shivpura.
55. Doordarshan Low Power Transmitter, Shivpuri.
56. Doordarshan Low Power Transmitter, Guna.
57. Doordarshan Low Power Transmitter, Radhagarh.
58. Doordarshan Low Power Transmitter, Karaura.
59. Doordarshan Low Power Transmitter, Shyopurkala

[No. E-11017/4/2002-Hindi]
 S. S. KATARIA, Director (O.L.)

कोयला मंत्रालय

नई दिल्ली, 19 जून, 2003

का. आ. 1753.— केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. डब्ल्यू.सी.एल/ सी- 1 (ई)III /जेजेएनआर/699-1002, तारीख 3 अक्टूबर, 2002 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल ईस्टेट, सिविल लाईन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में या कलेक्टर, यवतमाल (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है ;

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, 'चार्ट' और अन्य दस्तावेजों को इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) वेस्टर्न कोलफील्ड्स लिमिटेड, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेज सकेंगे ।

अनुसूची
वनी खंड
वनी उत्तरी क्षेत्र
जिला यवतमाल (महाराष्ट्र)

(रेखांक सं. डब्ल्यू.सी.एल/सी-1(ई)III /जेजेएनआर/699-1002 तारीख 3 अक्टूबर, 2002)

क्रम संख्या	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1	वनी	28	वनी	यवतमाल	110.00	भाग
2	गणेशपुर	27	वनी	यवतमाल	25.00	भाग

कुल क्षेत्र:- 135.00 हेक्टर (लगभग)

या

333.58 एकड़ (लगभग)

सीमा वर्णनः

- क - ख :** रेखा बिन्दु 'क' से आरम्भ होती है और ग्राम गणेशपुर से होती हुई जाती है, निर्गुडा नदी पार करती है फिर ग्राम वनी से होती हुई जाती है और बिन्दु 'ख' पर मिलती है।
- ख - ग :** रेखा ग्राम वनी से होती हुई जाती है और बिन्दु 'ग' पर मिलती है।
- ग - घ :** रेखा ग्राम वनी से होती हुई जाती है निर्गुडा नदी पार करती है और बिन्दु 'घ' पर मिलती है।
- घ - क :** रेखा ग्राम वनी से होती हुई जाती है और ग्राम गणेशपुर से होती हुई आगे बढ़ती है और आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. -43015/07/2003-पी.आर.आई. डब्ल्यू.]

संजय बहादुर, उप सचिव

Ministry of Coal

New Delhi, 19th June, 2003

S. O. 1753.— Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. WCL/C-I/(E)III/JJNR/699-1002 dated the 3rd October, 2002 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) or in the office of the Collector, Yavatmal (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Kolkata;

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge or Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE**WANI BLOCK****WANI NORTH AREA****DISTRICT YAVATMAL (MAHARASHTRA)**(Plan No. WCL/C-1/(E)III/JJNR/699-1002 dated the 3rd October, 2002).

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	Wani	28	Wani	Yavatmal	110.00	Part
2	Ganeshpur	27	Wani	Yavatmal	25.00	Part

Total area : 135.00 hectares
(approximately)

or

333.58 acres
(approximately)

Boundary description :-

A – B : Line starts from point 'A' and passes through village Ganeshpur, crosses Nirguda river then passes through village Wani and meets at point 'B'.

B – C : Line passes through village Wani and meets at point 'C'.

C – D : Line passes through village Wani, crosses Nirguda river and meets at point 'D'.

D – A : Line passes through village Wani and proceeds through village Ganeshpur and meets at starting point 'A'.

[No. 43015/07/2003-P.R.I.W.]
SANJAY BAHADUR, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 जून, 2003

का. आ. 1754.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 80 तारीख 9 जनवरी 2002, का आ. 84 तारीख 8 जनवरी 2003, और का. आ. 85 तारीख 8 जनवरी 2003 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपात तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की राजपत्रित प्रतियाँ जनता को तारीख 8 फरवरी 2002 और 5 फरवरी 2003 को उपलब्ध करा दी गई थीं ; और पाइपलाइन बिछाने के संबंध में, जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुनुज्ञात कर दिया गया है ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विलंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : देपालपुर

जिला : इंदौर

राज्य : मध्यप्रदेश

गांव का नाम

क्षेत्रफल

	हेक्टेयर	आरे	सेन्टीयर	
	2	3	4	5

1. खजराया	43	0	11	05
	42/1/2	0	27	40
2. मुखेडा	73/4	0	10	95

[फा. सं. एल.-14014/32/01-जी.पी.]

स्वामी सिंह, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, 16 June, 2003

S. O. 1754.— Whereas by notifications of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.80 dated 9th January, 2002, S.O.84 and 85 dated 8th Januaruy, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification, for the purpose of laying pipelines for transportation of regassified liquefied natural gas through the Jamnagar -Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 8th February, 2002 and 5th February, 2003;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying pipelines, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification, is hereby acquired for laying the pipelines;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE

Tehsil : Depalpur	District : Indore	State: Madhya Pradesh		
		Survey No	AREA	
1	2	Hectare	Are	C-Are
1. Khajraya	43	0	11	05
	42/1/2	0	27	40
2. Murkheda	73/4	0	10	95

[No. L-14014/32/01-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 16 जून, 2003

का. आ. 1755.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मेसर्स रिलाएंस इण्डस्ट्रीज के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लाकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में सांगली/सोलापुर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर ऐसी पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित हैं, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए श्री डी. एस. धोत्रे, सक्षम प्राधिकारी, जी. टी. आई. सी. एल. पाइपलाइन परियोजना, प्लॉट सं. 11 और 12 सर्वोदय नगर, विजापुर रोड, सोलापुर-413004, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची 3(1)

तहसिल:- मंगलवेदा

ज़िल्हा:- सोलापूर

राज्य:- महाराष्ट्र

गांव का नाम	गट नंबर	सब डिव्हीजन नंबर	एक्सिया		
			हेक्टर	एर	चौ. मि
1	2	3	4		
1) पडोळकरवाडी	136		0	01	96
	133		0	01	23
कुल संख्या			0	03	19
2) लवंगी	131		0	00	40
	78		0	09	00
	73		0	02	65
	77	3	0	59	96
	77	2 ब	0	08	10
कुल संख्या			0	80	11
3) असबेवाडी	70		0	32	24
	69		0	62	07
कुल संख्या			0	94	31

तहसिल:- अककलकोट

ज़िल्हा:- सोलापूर

राज्य:- महाराष्ट्र

1) धारसग	77	0	01	06
	45	0	00	45
	52	0	00	40
कुल संख्या		0	01	91
2) कलकर्जाळ	186	0	11	58
	184	0	02	42
कुल संख्या		0	14	00
3) मुंदेवाडी	138	0	15	00
	135	0	02	35
	137	0	08	86
	73	0	00	66
	52	0	05	18
कुल संख्या		0	32	05
4) तडकळ	256	0	06	52
	282	0	01	79
	65	0	07	48
कुल संख्या		0	15	79

1	2	3	4
5) मंगरळ	509	0	00 46
	555	0	00 81
	557	0	00 35
	565	0	00 44
	569	0	00 90
कुल संख्या		0	02 96
6) करजगी	401	0	00 51
	374	0	00 46
	245	अ	0 00 66
	241	0	01 01
	212	0	01 11
कुल संख्या		0	03 75
7) हंद्राळ	77	0	11 97
	81	0	04 60
	3	0	01 34
	19	0	24 63
	18	अ	0 08 04
	23	0	00 67
	20	0	00 99
	32	0	08 18
कुल संख्या		0	60 42
8) जेऊर	969	0	08 81
	937	0	20 21
कुल संख्या		0	29 02
9) जेऊरवाडी	43	0	25 38
	34	0	08 46
	31	0	02 03
	28	0	07 40
	26	0	02 72
	11	0	02 96
	14	0	00 72
कुल संख्या		0	49 67
10) कडबगाव	225	0	01 29
कुल संख्या		0	01 29
11) सेवालालनगर	77	0	08 55
कुल संख्या		0	08 55
12) मातनहळोडी	39	0	00 34
कुल संख्या		0	00 34

1	2	3	4
13) नागनहळ्ठी	31	0	00 50
	34	0	01 07
कुल संख्या		0	01 57
14) उमरगे	140	0	06 91
	सडक गट नं. 20 में	0	03 70
	28	0	03 01
	29	0	03 02
	48	0	02 46
कुल संख्या		0	19 10
15) गौडगाव (खुदी)	68	0	00 44
कुल संख्या		0	00 44
16) हत्तीकणबस	121	0	02 88
	122	0	03 84
कुल संख्या		0	06 72
17) चिकमगळ्ळी	152	0	00 49
	107	0	30 66
कुल संख्या		0	31 15
18) सलगर	99	0	01 30
	460	0	01 24
	472	0	04 91
	682	0	43 67
कुल संख्या		0	51 12

[फा. सं. एल.-14014/34/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 16 June, 2003

S. O. 1755.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structure in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Sangli / Solapur in the State of Maharashtra, pipelines should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipelines, it is necessary to acquire the right of user in land under which the such pipelines are proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, of the said Act, are made available to the general public, object in writing to the laying of the pipelines under the land to Shri D.S.Dhotre, Competent Authority GTICL Pipeline Project, Plot No.11 and 12 Sarvodaya Nagar, Vijapur Road, Solapur, Maharashtra State, Pin- 413004.

SCHEDULE 3(1)

Tahsil: - Mangalwedha		District: - Solapur		State: - Maharashtra		
Name of the Village	Gat No.	Sub-Dn. No.	Area Of ROU			
			Hectare	Are	SQ.M.	
1	2	3	4			
(1) Padolkarwadi	136		0	01	96	
	133		0	01	23	
Total			0	03	19	
(2) Lavangi	131		0	00	40	
	78		0	09	00	
	73		0	02	65	
	77	3	0	59	96	
	77	2 B	0	08	10	
Total			0	80	11	
(3) Asbewadi	70		0	32	24	
	69		0	62	07	
Total			0	94	31	

Tahsil: - Akalkot		District: - Solapur		State: - Maharashtra		
(1) Dharsang		77		0	01	06
		45		0	00	45
		52		0	00	40
Total				0	01	91
(2) Kalkarjal		186		0	11	58
		184		0	02	42
Total				0	14	00

1	2	3	4
3) Mundhewadi	138	0	15 00
	135	0	02 35
	137	0	08 86
	73	0	00 66
	52	0	05 18
Total		0	32 05
4) Tadwal	256	0	06 52
	282	0	01 79
	65	0	07 48
Total		0	15 79
5) Mangrul	509	0	00 46
	555	0	00 81
	557	0	00 35
	565	0	00 44
	569	0	00 90
Total		0	02 96
6) Karajagi	401	0	00 51
	374	0	00 46
	245	A	0 00 66
	241	0	01 01
	212	0	01 11
Total		0	03 75
7) Handral	77	0	11 97
	81	0	04 60
	3	0	01 34
	19	0	24 63
	18	A	0 08 04
	23	0	00 67
	20	0	00 99
	32	0	08 18
Total		0	60 42
8) Jeur	969	0	08 81
	937	0	20 21
Total		0	29 02

1	2	3	4
9) Jeurwadi	43	0	25 38
	34	0	08 46
	31	0	02 03
	28	0	07 40
	26	0	02 72
	11	0	02 96
	14	0	00 72
Total		0	49 67
10) Kadabgaon	225	0	01 29
Total		0	01 29
11) Sevalnagar	77	0	08 55
Total		0	08 55
12) Matanhalli	39	0	00 34
Total		0	00 34
13) Naganhalli	31	0	00 50
	34	0	01 07
Total		0	01 57
14) Umarge	140	0	06 91
Road in Gat No.20		0	03 70
	28	0	03 01
	29	0	03 02
	48	0	02 46
Total		0	19 10
15) Gaudgaon (Khurd)	68	0	00 44
Total		0	00 44
16) Hattikanbas	121	0	02 88
	122	0	03 84
Total		0	06 72

	2	3	4
17) Chikkehalli	152	0	00 49
	107	0	30 66
Total		0	31 15
18) Salgar	99	0	01 30
	460	0	01 24
	472	0	04 91
	682	0	43 67
Total		0	51 12

[No. L-14014/34/2002-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 16 जून, 2003

का. आ. 1756.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एन्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मेसर्स रिलाइंस इण्डस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में नलगोड़ा, रंगारेड्डी और मेडक ज़िलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को उक्त पाइपलाइनें बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर पाइपलाइनें बिछाने जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबन्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबन्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर पाइपलाइनें बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए श्री पी. बुच्चारेड्डी, सक्षम प्राधिकारी, जी.टी.आई.सी.एल. पाइपलाइन परियोजना, 409, 'सी'— एवरेस्ट ब्लाक, आदित्या इन्कलेव, अमीरपेट, हैदराबाद, आन्ध्रप्रदेश पिन 500038 को लिखित रूप में आक्षेप भेज सकता ।

अनुसूची

मंडल : जहीराबाद		जिल्हा : मेदक		राज्य : आन्ध्र प्रदेश	
गाँव का नाम	सर्वे सं.। सब डिविजन सं.	हेक्टर	एर	सि एर	
1	2	3	4	5	
1) चिराग पल्लि	55	00	40	00	
	55 के भाग (गवर्नमेंट ल्यान्ड)	00	12	25	
2) होति (खुजुर)	231	00	78	45	
	31	00	00	55	
	41	00	00	85	
	42	01	62	15	
	43	00	07	65	
	44	01	43	65	
	45	01	15	40	
	46	00	13	10	
	49	00	00	10	
	50	00	38	15	
	51	00	53	50	
	52	00	32	70	
	54	00	06	20	
	56	00	50	20	
	56 के भाग (कासिंग ल्यान्ड)	00	02	95	
	57	00	03	15	
	58	00	66	20	
	62	00	05	40	
	63	00	78	10	
	65	00	76	25	
	67	00	55	30	
	67 के भाग (कासिंग ल्यान्ड)	00	05	90	
	68	00	11	85	
	69	00	15	55	
	70	00	37	00	
	72	00	49	30	
	74	00	30	80	
	75	03	11	75	
	75 के भाग (गवर्नमेंट ल्यान्ड)	01	08	35	
3) होति (खुर्द)	12	00	03	10	
	12 और 19 के बीच में (गवर्नमेंट ल्यान्ड)	00	11	00	
	14	00	58	25	
	15	00	14	70	
	16	00	04	55	

1	2	3	4	5
5) मल्वार (निरंतर)	266	00	04	70
	267	00	49	30
	268	00	03	10
	278	01	35	55
	278 के भाग (कासिंग ल्यान्ड)	00	04	40
	295	00	43	85
	296	00	42	70
	298	00	18	80
	326	00	17	55
	327	00	16	85
	328	00	20	00
	336	00	96	40
	336 और 350 के बीच में (कासिंग ल्यान्ड)	00	11	10
	350	00	53	20
	350 और 445 के बीच में (कासिंग ल्यान्ड)	00	12	00
	381	00	35	70
	382	00	09	80
	383	00	41	60
	384	00	03	45
	387	01	31	50
	424	00	95	95
	432	00	03	35
	434	00	27	15
	435	00	17	50
	436	00	00	45
	437	00	06	50
	438	01	09	50
	444	00	43	15
	445	00	71	95
	446	00	11	25
	449	00	10	15

मंडल : भूवनगिरि	ज़िल्हा : नल्लोडा	राज्य : आन्ध्र प्रदेश		
1) अनंतावरम	135	00	40	05
	135 और 141 के बीच में (कासिंग ल्यान्ड)	00	07	95
	136	02	39	80
	137	00	29	00
	137 का भाग (कासिंग ल्यान्ड)	00	17	20
	138	00	33	30
	140	00	14	05

1	2	3	4	5
2) भुक्तनगिरि (निरंतर)	272	00	42	70
	273	00	58	75
	275	00	00	10
	299	00	54	75
	309	00	05	85
	376	00	07	40
	377	00	81	30
	380	00	77	80
	381	00	79	50
	383	00	06	40
	384	00	40	75
	392	00	00	40
	412	00	18	25
	413	00	16	50
	414	00	09	65
	416	00	17	40
	417	00	14	85
	420	00	21	10
	421	00	28	30
	422	00	17	35
	423	00	30	65
	494	00	06	40
	497	00	31	75
	498	00	27	45
	499	00	03	45
	513	00	58	75
	514	00	19	90
	526	00	05	85
	528	00	27	25
	529	00	00	60
	533	01	30	75
	555	00	08	45
	569	00	10	25
	570	00	21	65
	571	00	25	30
	572	00	09	75
	665	00	11	30
	666	00	10	20
	667	00	11	10
	668	00	14	50
	669	00	03	30

	1	2	3	4	5
2) भुवनेश्वर (निरंतर)	673 (गवर्नमेंट ल्यान्ड)	00	45	70	
	674	00	10	15	
	700	00	02	10	
	742	00	13	10	
	743	00	28	70	
	750	00	21	55	
	751	00	24	00	
	758	00	63	70	
	759	00	63	55	
	759 के भाग (कासिंग ल्यान्ड)	00	04	00	
	760	00	15	10	
	761	00	56	90	
	762	00	80	25	
	762 के भाग (कासिंग ल्यान्ड)	00	02	70	
	763	00	00	35	
	763 के भाग (कासिंग ल्यान्ड)	00	00	20	
	850	00	77	30	
	850 के भाग (कासिंग ल्यान्ड)	00	02	50	
	651	01	10	25	
	852	00	88	95	
	853	00	80	10	
	854	00	10	55	
3) नवाजपत्ति	173	00	19	75	
	173 के भाग (कासिंग ल्यान्ड)	00	01	80	
	62	01	00	30	
	63	00	58	55	
	64	00	02	60	
	77	01	13	55	
	77 के भाग (कासिंग ल्यान्ड)	00	03	00	
	78	00	07	20	
	78 के भाग (कासिंग ल्यान्ड)	00	02	00	
	86	00	07	10	
	87	00	60	00	
	88	00	56	75	
	90	00	00	30	
	91	00	40	40	
	92	00	49	60	
	93	01	07	20	
	95	00	01	10	
4) ताजपूर	23	00	00	10	
	24	01	26	30	

1	2	3	4	5
4) ताजपूर (निरंतर)	25	00	91	15
	26	00	41	10
	26 का भाग (कासिंग ल्यान्ड)	00	03	00
	27	00	01	60
	28	00	00	35
	29	00	35	90
	30	00	02	50
	32	00	84	80
	45	00	12	45
	46	00	23	65
	47	00	15	75
	48	00	21	00
	49	00	10	75
	50	00	14	70
	51	00	05	40
	59	00	03	15
	63	00	18	25
	64	00	17	10
	65	00	60	45
	66	00	25	50
	66 और गॉवसीमा के बीच (गवर्नमेन्ट ल्यान्ड)	00	20	70
5) तुक्कापूर	146	00	20	80
	147	00	18	65
	148	00	03	40
	149	00	74	45
	151	00	20	10
	206	00	32	45
	207	00	26	20
	226	00	30	35
	227	00	17	50
	228	00	17	40
	231	00	04	90
	232	00	06	45
	233	00	71	70
	234	00	33	50
6) येररंबलि	30	00	19	35
	30 और 36 के बीच में (कासिंग ल्यान्ड)	00	11	20
	31	00	77	30
	36	01	22	25
	40	00	14	80

1	2	3	4	5
6) येररंबलि (निरंतर)	43	00	38	40
	43 के भाग (कासिंग ल्यान्ड)	00	02	50
	43और53 के बीच में (कासिंग ल्यान्ड)	00	03	70
	44	00	00	30
	44 के भाग (कासिंग ल्यान्ड)	00	00	80
	51 (गवर्नमेन्ट ल्यान्ड)	00	02	70
	52	00	21	40
	53	00	05	10
	60	00	22	20
	65	00	00	90
	66	00	02	70
	69	00	31	20
	70	00	03	20
	72 (गवर्नमेन्ट ल्यान्ड)	00	00	25
	74	00	23	50
	74 के भाग (गवर्नमेन्ट ल्यान्ड)	00	41	35
	76 (गवर्नमेन्ट ल्यान्ड)	00	02	15
	77	00	13	00
	78	00	30	00
	79	00	02	10
	85 (गवर्नमेन्ट ल्यान्ड)	00	00	55
	89	00	21	65
	91	00	02	65
	92	00	12	80

मंडल ३ बोम्लरामारम्	ज़िल्हा ३ नल्होड़ा	राज्य ३ आन्ध्र प्रदेश		
1) बोम्लरामारम्	266	00	85	80
	277	00	15	00
	278	00	51	55
	279	00	64	20
	280	00	82	05
	281	00	10	45
	283	02	97	00
	364	00	36	20
	364 के भाग (कासिंग ल्यान्ड)	00	07	00
	367	00	17	10
	368	00	12	40
	369	00	18	45
	370	00	00	95
	382	00	07	90
	383	00	13	30
	384	00	07	25

1	2	3	4	5
1) वोम्लराम् (निरंतर)	385	00	02	10
	387	00	95	30
	387 के भाग (कासिंग ल्यान्ड)	00	01	00
2) हाजीपूर	247	00	59	75
	255	00	80	40
	270	00	39	30
	270 के भाग (कासिंग ल्यान्ड)	00	03	85
	271	00	28	80
	271 के भाग (कासिंग ल्यान्ड)	00	00	20
	273	00	37	90
	274	00	15	70
	275	00	64	55
	276	00	20	65
	277	00	37	70
	289	00	12	30
3) मल्याला	102	00	20	15
	109	00	02	95
	110	00	35	55
	112	00	16	15
	113	00	22	80
	118	00	31	05
	119	00	08	05
	120	01	27	85
	121	00	02	20
	124	01	19	10
	124 और 147 के बीच में (कासिंग ल्यान्ड)	00	05	00
	145	01	11	15
	145 और 207 के बीच में (कासिंग ल्यान्ड)	00	04	00
	147	00	48	85
	206	00	12	70
	207	00	70	15
	209	00	62	05
	210	00	15	10
	215	00	00	60
4) मासिरोडिपल्लि	4	00	33	65
	5	00	83	15
	7	00	02	95
5) मेडिपल्लि	231	00	53	25
	231 के भाग (कासिंग ल्यान्ड)	00	03	30

1	2	3	4	5
5) ऐडिपल्लि (निरंतर)	232	00	00	95
	233	00	22	25
	234	00	72	20
	234 के भाग (कासिंग ल्यान्ड)	00	05	20
	236	00	02	60
	238	01	01	10
	238 के भाग (कासिंग ल्यान्ड)	00	07	80
	241	00	45	65
	243	01	17	15
	244	00	64	85
	247	00	26	25
	248	00	33	45
	249	00	01	85
	250	00	08	25
	252	00	00	60
	गॉव सेपा और 234 के बीच में (गवर्नमेन्ट ल्यान्ड)	00	20	60
6) फैलारम	126	00	33	85
	136	00	38	20
	137	00	11	80
	139	01	21	95
	139 के भाग (गवर्नमेन्ट ल्यान्ड)	00	22	25
	141	00	50	00
	141 के भाग (कासिंग ल्यान्ड)	00	05	00
	142	00	10	75
	143 (गवर्नमेन्ट ल्यान्ड)	00	08	25
	146	00	05	05
	147	00	57	00
	171	00	43	20
	172	00	12	35
	181	00	21	90
	184	00	12	65
	185	00	06	15
	186	00	18	00
	188	00	02	80
	196	00	56	45
	197	00	03	50
	199	00	23	05
	200	00	02	00
	201	00	70	40
	202	00	28	30
	202 के भाग (कासिंग ल्यान्ड)	00	07	25

1	2	3	4	5
6) भैलारम (निरंतर)	218	00	16	05
	220	00	43	05
	222	00	30	45
	223	00	59	35
	224	00	64	60
	225	00	16	75
7) तूमकुन्दा	123 (गवर्नमेंट ल्याण्ड)	05	90	70
	123 के भाग (कासिंग ल्याण्ड)	00	05	35
	21 (कासिंग ल्याण्ड)	00	08	00
	22	00	06	45
	24	00	04	50
	25	00	01	00
	258	00	32	70
	259	00	41	20
	26	00	22	60
	261	00	46	25
	27	00	00	60
	273	00	58	80
	273 के भाग (कासिंग ल्याण्ड)	00	00	20
	275	00	92	40
	277	00	46	45
	278	00	15	05
	28	00	09	15
	29	00	19	85
	57	00	33	75
	59	00	17	35
	60	00	01	95
	62	00	29	30
	63	00	18	40
	64	00	02	60
	65	00	06	75
	93	00	00	20
	94	00	20	55

मंडल ३ मेड्चल	जिल्हा ३ रंगारेड्डी	राज्य ३ आन्ध्र प्रदेश
1) गिरपापुर	209	00 08 05
	210	00 11 60
	211	00 17 25
	212	00 44 50
	217	00 54 30
	218	00 61 65

	1	2	3	4	5
2) गोसाईगूडा	17	00	81	45	
	17 के भाग (कासिंग ल्यान्ड)	00	03	90	
	18	00	80	65	
	20	00	43	05	
3) गौडावेल्ल	14	00	07	95	
	15	00	08	75	
	18	00	11	95	
	19	00	09	20	
	20	00	03	70	
	22	00	00	35	
	22,23,24 में (कासिंग ल्यान्ड)	00	02	85	
	23	00	19	45	
	24	00	07	70	
	341 (गवर्नमेंट ल्यान्ड)	00	08	20	
	43	00	10	05	
	44	00	22	50	
	45	00	12	30	
	46	00	00	10	
	5	00	00	15	
	560	00	04	65	
	561	01	37	75	
	565	00	17	60	
	566	00	14	70	
	566 के भाग (कासिंग ल्यान्ड)	00	05	45	
	567	00	10	80	
	568	00	14	60	
	569	00	14	95	
	571	00	19	65	
	572	00	00	50	
	575	00	01	90	
	598	00	48	30	
	599	00	35	90	
	6	00	13	85	
	601	00	24	95	
	601 के भाग (कासिंग ल्यान्ड)	00	04	80	
	607	00	11	60	
	608	00	31	50	
	610	00	01	90	
	611	00	08	30	
	612	00	02	15	
	613	00	19	50	

1	2	3	4	5
3) गौडावेलि (निरंतर)	614	00	27	40
	615	00	13	55
	616	00	28	15
	65	00	04	45
	66	00	07	00
	67	00	01	70
	681	00	29	05
	681 और 341 के बीच में (कासिंग ल्यान्ड)	00	13	20
	682	00	05	30
	8	00	07	50
	89	00	03	50
	9	00	01	25
	90	00	35	85
	91	00	00	35
	92	00	02	10
	93	00	24	15
	94	00	05	10
	95	00	00	80
	97	00	27	45
	98	00	32	40
4) मेइचल	390	00	14	05
	395	00	11	80
	396	00	11	85
	396,400, 397,399 में (कासिंग ल्यान्ड)	00	12	15
	397	00	04	20
	398	00	00	10
	399	00	00	10
	400	00	00	30
	401	00	11	05
	402	00	00	60
	402 और 893 के बीच में (कासिंग ल्यान्ड)	00	05	15
	433	00	14	00
	434	00	14	70
	440	00	00	40
	441	00	10	95
	442	00	16	90
	448	00	23	35
	449	00	00	10
	450	00	24	40

1	2	3	4	5
4) मेहवल (निरंतर)	453	00	02	35
	454	00	05	45
	455	00	08	90
	456	00	07	60
	457	00	17	20
	474	00	14	85
	475	00	18	95
	476	00	00	15
	477	00	09	55
	478	00	25	95
	485	00	02	95
	486	00	00	80
	487	00	16	35
	488	00	08	55
	497	00	02	20
	500	00	27	45
	501	00	10	95
	502	00	07	05
	504	00	00	25
	505	00	21	30
	506	00	17	50
	507	00	16	50
	510	00	01	35
	511	00	01	20
	516	00	28	40
	520	00	42	30
	521	00	02	50
	522	00	37	95
	523	00	03	35
	526	00	71	15
	526 के भाग (कासिंग ल्यान्ड)	00	02	00
	528	00	82	00
	530	00	35	95
	541	00	16	40
	542	00	05	40
	542 के भाग (कासिंग ल्यान्ड)	00	04	90
	794	00	00	75
	795	00	61	05
	797	00	11	05
	798	00	18	25
	799	00	53	55

1	2	3	4	5
4) मेडिल (निरंतर)	812	00	03	30
	813	00	53	50
	814	00	33	70
	881	00	04	30
	883	00	09	20
	884	00	23	85
	885	00	10	20
	886 (गवर्नमेन्ट ल्याण्ड)	00	04	60
	889	00	16	70
	893 (गवर्नमेन्ट ल्याण्ड)	00	21	75
	897 (गवर्नमेन्ट ल्याण्ड)	00	65	70
	905	01	64	45
5) पूँछ	173	00	09	65
	174	00	03	80
	175	00	14	30
	177	00	04	25
	178	00	15	00
	179	00	00	35
	183	00	32	05
	184	00	00	55
	185	00	08	75
	198	00	16	40
	198 और 537 के बीच में (कासिंग ल्याण्ड)	00	03	10
	202	00	36	20
	203	00	00	35
	206	00	23	30
	214	00	19	30
	215	00	23	60
	217	00	13	60
	218	00	05	45
	220	00	00	90
	221	00	25	15
	222	00	18	15
	226	00	15	50
	227	00	18	25
	250	00	43	10
	251	00	40	75
	254	00	05	60
	255	00	21	60
	301	00	15	55
	302	01	15	25

	1	2	3	4	5
5) पूर्व (निरंतर)					
	303	00	74	20	
	304	00	33	35	
	309	00	00	30	
	310	00	79	85	
	311	00	15	45	
	536	00	12	15	
	537	00	17	60	
	543	00	22	40	
	544	00	12	25	
	545	00	14	95	
	546	00	08	70	
	547	00	08	70	
	548	00	01	65	
	549	00	00	95	
	563	00	14	75	
	569	00	00	80	
	570	00	27	30	
	572	00	03	30	
	577	00	55	25	
	578	00	22	60	
	579	00	45	65	
6) रायलापूर					
	100	00	10	30	
	96	00	01	95	
	97 (गवर्नमेंट ल्यान्ड)	00	14	10	
	98/1	00	56	90	
	98/2	00	15	20	
	98/3	00	10	80	
	98/4	00	14	70	
	99	00	00	10	
मण्डल ३ खुत्तुल्लापूर		जिल्हा ३ रंगारेड्डी		राज्य ३ आन्ध्र प्रदेश	
1) दुंडिगल					
	10	00	08	80	
	12	00	43	20	
	15	00	02	60	
	16	00	04	60	
	17	00	29	45	
	18	00	15	65	
	19	00	07	40	
	191	00	15	00	
	192	00	09	65	
	20	00	07	10	
	21	00	06	75	

1	2	3	4	5
1) दुड़िगल (निरंतर)	217	00	09	60
	218	00	17	60
	219	00	27	95
	22	00	07	50
	220	00	02	80
	229	00	08	00
	23	00	11	85
	230	00	23	60
	236	00	29	80
	237	00	03	55
	238	00	17	50
	239	00	22	90
	240	00	02	25
	243	00	05	25
	244	00	00	15
	273	00	56	15
	278	00	22	45
	279	00	25	85
	280	00	50	95
	281	00	35	05
	282	00	35	85
	283	00	24	95
	336	00	14	65
	337	00	63	00
	338	00	16	70
	340	00	54	40
	341	00	11	85
	80	00	02	95
	83	00	11	75
	84	00	25	55
	85	00	03	85
	86	00	00	55
	90	00	00	30
	91	00	08	15
	92	00	03	10
	94	00	29	05
	95	00	00	60
	964	00	18	85
	965	00	00	65
	966	00	18	40
	971	00	02	05

	1	2	3	4	5
1) दुण्डिंगल (निरंतर)	972	00	04	20	
	973	00	06	90	
	974	00	28	90	
	975	00	00	45	
	98	00	00	10	
मंडल ३ शासीरपेट	जिल्हा ३ रंगारेड्डी		राज्य ३ आन्ध्र प्रदेश		
1) वोसासपेट	118	00	52	50	
	119 (गवर्नमेन्ट ल्यान्ड)	00	05	05	
	121	00	03	00	
	123	00	05	65	
	127	00	46	55	
	129	00	34	35	
	130	00	11	10	
	160	00	22	70	
	161	00	63	55	
	165	00	50	95	
	166	00	07	50	
	170	00	02	30	
	171	00	25	60	
	173	00	55	20	
	23	00	03	25	
	24	00	55	70	
	24 और 507 के बीच में (कासिंग ल्यान्ड)	00	06	70	
	25	00	15	30	
	41	00	62	15	
	43 (गवर्नमेन्ट ल्यान्ड)	00	23	15	
	44	00	19	75	
	46	00	36	65	
	47	00	24	50	
	48	00	00	10	
	49	00	00	10	
	50	00	03	25	
	507	00	51	25	
	67	00	39	40	
2) पोनाल	100	00	31	75	
	173	00	30	05	
	174 (गवर्नमेन्ट ल्यान्ड)	00	00	10	
	175	00	00	40	
	176	00	02	25	
	177	00	15	15	
	178	00	25	75	

1	2	3	4	5
2) पोनाल (निरंतर)	188 189 190 191 192 230 231 242 245 246 247 251 252 254 258 57 90 91 96 98 99	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	11 01 15 04 14 31 18 05 21 20 23 40 00 13 14 48 54 87 01 12 71	15 70 25 00 25 40 75 70 75 05 10 95 40 85 30 30 35 05 00 20 70
3) युद्धासिपल्लि	145 146 152 152 और 197 के बीच में (कासिंग ल्यान्ड) 154 155 156 197 197 और 238 के बीच में (कासिंग ल्यान्ड) 237 238 246 247 253 257 257 के भाग (कासिंग ल्यान्ड) 263 267 268	00 00	73 04 52 07 31 10 08 33 04 42 23 60 53 44 58 04 90 09 19	05 60 95 05 90 40 60 60 05 70 75 05 75 90 40 20 50 05 00

	1	2	3	4	5
3) युद्धासिपल्लि (निरतर)	269	00	35	35	
	270 (गवर्नमेन्ट ल्यान्ड)	00	07	45	
4) शार्मीरपेट	102 (गवर्नमेन्ट ल्यान्ड)	01	27	05	
	102 के भाग (कासिंग ल्यान्ड)	00	03	90	
	103	00	12	40	
	104	00	34	55	
	105	00	35	10	
	106 (गवर्नमेन्ट ल्यान्ड)	00	05	25	
	107	00	02	10	
	108	00	18	80	
	1266 (गवर्नमेन्ट ल्यान्ड)	02	61	20	
	1273 (गवर्नमेन्ट ल्यान्ड)	03	80	30	
	1273 के भाग (कासिंग ल्यान्ड)	00	01	00	
	1274	00	44	85	
	1275	00	66	35	
	1275 के भाग (कासिंग ल्यान्ड)	00	08	00	
	165 (गवर्नमेन्ट ल्यान्ड)	00	19	35	
	166	00	06	10	
	168	00	12	00	
	169	00	00	10	
	170	00	22	35	
	171	00	06	25	
	172	00	07	65	
	173	00	06	25	
	183	00	08	30	
	184	00	12	90	
	187	00	19	05	
	188	00	26	25	
	189	00	07	35	
	190	00	26	85	
	191	00	00	15	
	192 (गवर्नमेन्ट ल्यान्ड)	00	00	50	
	197	00	36	80	
	198	00	22	90	
	199	00	02	65	
	200	00	06	90	
	202 (गवर्नमेन्ट ल्यान्ड)	00	56	15	
	215	00	04	95	
	419	00	26	75	
	419 और 202 के बीच में (कासिंग ल्यान्ड)	00	22	60	
	420	00	10	85	

1	2	3	4	5
4) शार्पीरपेट (निरंतर)	421	00	05	75
	422	00	30	15
	438	00	00	10
	439	00	33	35
	440	00	40	40
	441	00	00	15
	452	00	35	65
	453	00	32	65
	543	00	39	40
	544	00	53	65
	545	00	27	65
	574	00	48	60
	575	00	37	25
	576	00	61	15
	577	00	03	25
	590	00	40	15
	590 और 576 के बीच में (कासिंग ल्यान्ड)	00	08	70
	80	00	13	70
	80 और 1275 के बीच में (कासिंग ल्यान्ड)	00	06	35
	84	00	04	60
	85	00	00	25
	95	00	03	95
	96	00	14	55
	97	00	30	45
	98	00	00	15
5) उद्घामरि	338	00	20	50
	341	01	29	55
	341 के भाग (कासिंग ल्यान्ड)	00	13	00
	342	00	77	45
	343	00	42	25
	351	00	54	65
	352	00	65	55
	358	00	38	85
	359	00	82	50
	363	00	08	20
6) याकूतपुर	1	00	49	05
	1 और 110 के बीच में (गवनमेन्ट ल्यान्ड)	00	32	35
	10	00	00	45
	100	00	43	25
	105	00	00	50

1	2	3	4	5
6) याकूतपुर (निरंतर)	106	00	24	90
	107	00	50	80
	109	00	05	65
	110	00	69	35
	7	00	16	20
	99	00	40	65

[फा. सं. एल.-14014/23/2003-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 16 June, 2003

S. O. 1756.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the Natural Gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter Company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Nalgonda, Rangareddy and Medak Districts in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri. P. Butcha Reddy, Competent Authority, GTCL Pipeline Project, 409, 'c' - Everest Block, Aditya Enclave, Arneerpet, Hyderabad, Andhra Pradesh Pin - 500038.

Schedule

Mandal : Zaheerabad		District : Medak		State : Andhra Pradesh		
Village	Survey No./Sub-Division No.	Area of ROU				
		Hectare	Are	C-Are		
1	2	3	4	5		
1) Chirappally	55	00	40	00		
	55 Part (Government Land)	00	12	25		
2) Hothi (Bujrug)	231	00	78	45		
	31	00	00	55		
	41	00	00	85		
	42	01	62	15		
	43	00	07	65		
	44	01	43	65		
	45	01	15	40		
	46	00	13	10		
	49	00	00	10		
	50	00	38	15		
	51	00	53	50		
	52	00	32	70		
	54	00	06	20		
	56	00	50	20		
	56 Part (Crossing Land)	00	02	95		
	57	00	03	15		
	58	00	66	20		
	62	00	05	40		
	63	00	78	10		
	65	00	76	25		
	67	00	55	30		
	67 Part (Crossing Land)	00	05	90		
	68	00	11	85		
	69	00	15	55		
	70	00	37	00		
	72	00	49	30		
	74	00	30	80		
	75	03	11	75		
	75 Part (Government Land)	01	08	35		
3) Hothi (Khurd)	12	00	03	10		
	14	00	58	25		
	15	00	14	70		
	16	00	04	55		
	19	01	00	30		
	24	00	47	65		

1	2	3	4	5
3) Hothi (Khurd) (Contd....)				
	25	00	93	45
	31	00	80	25
	32	00	31	20
	97. (Government Land)	00	24	05
	Between 12&19 (Government Land)	00	11	00
4) Khasimpur				
	102	00	55	00
	103	00	31	45
	105	00	47	60
	106	00	34	55
	107	00	13	85
	108	00	69	65
	168	00	20	95
	170	00	34	30
	180	00	89	20
	180 Part (Crossing Land)	00	06	10
	30	00	77	30
	30 Part (Government Land)	00	03	15
	31 (Government Land)	00	75	15
	31 Part (Government Land)	00	01	50
	56	00	00	35
	57	00	46	45
	58	00	42	20
	60	00	49	50
	74	00	27	55
	75	00	15	00
	90	00	27	35
	96	00	00	75
	97	01	06	05
	98	00	35	80
	99.	00	14	35
	Between 56&30 (Crossing Land)	00	04	30
5) Satvar				
	220	00	29	75
	222	00	20	20
	223	00	23	55
	224	00	23	75
	228	00	60	20
	229	00	45	95
	230	00	28	55
	261	00	54	90
	264	00	41	00
	266	00	04	70

1	2	3	4	5
5) Satvar (Contd....)				
	267	00	49	30
	268	00	03	10
	278	01	35	55
	278 Part (Crossing Land)	00	04	40
	295	00	43	85
	296	00	42	70
	298	00	18	80
	326	00	17	55
	327	00	16	85
	328	00	20	00
	336	00	96	40
	350	00	53	20
	381	00	35	70
	382	00	09	80
	383	00	41	60
	384	00	03	45
	387	01	31	50
	424	00	95	95
	432	00	03	35
	434	00	27	15
	435	00	17	50
	436	00	00	45
	437	00	06	50
	438	01	09	50
	444	00	43	15
	445	00	71	95
	446	00	11	25
	449	00	10	15
	Between 336&350 (Crossing Land)	00	11	10
	Between 350&445 (Crossing Land)	00	12	00

Mandal : Bhuvanagiri	District : Nalgonda	State : Andhra Pradesh		
1) Ananthavaram	135	00	40	05
	136	02	39	80
	137	00	29	00
	137 Part (Crossing Land)	00	17	20
	138	00	33	30
	140	00	14	05
	141	00	11	50
	144	00	23	25
	160	00	03	35
	161	00	03	65

	2	3	4	5
1) Ananthavaram (Contd...)				
166	00	24	00	
167	00	32	55	
169	00	02	85	
182	00	01	10	
183	00	21	50	
185	00	03	95	
188	00	25	70	
188 Part (Government Land)	00	78	60	
210	00	84	45	
211	00	11	10	
216	00	00	15	
217	00	47	10	
217 Part (Crossing Land)	00	06	60	
220	00	06	65	
222	00	20	25	
223	00	08	15	
224	00	15	25	
261	00	43	50	
262	00	58	30	
264	00	31	25	
266	00	62	65	
271	00	18	05	
272	00	56	45	
273	00	03	75	
275	00	05	05	
276	00	46	90	
277	00	59	05	
278	00	24	45	
279	00	02	65	
Between 135& 141 (Crossing Land)	00	07	95	
Between 144& 160 (Crossing Land)	00	08	45	
2) Bhuvanagiri				
265	00	61	85	
268	00	84	65	
269	00	65	65	
270	00	06	40	
271	01	06	05	
272	00	42	70	
273	00	58	75	
275	00	00	10	
299	00	54	75	
309	00	05	85	

1	2	3	4	5
2) Bhuvanagiri (Contd....)	376	00	07	40
	377	00	81	30
	380	00	77	80
	381	00	79	50
	383	00	06	40
	384	00	40	75
	392	00	00	40
	412	00	18	25
	413	00	16	50
	414	00	09	65
	416	00	17	40
	417	00	14	85
	420	00	21	10
	421	00	28	30
	422	00	17	35
	423	00	30	65
	494	00	06	40
	497	00	31	75
	498	00	27	45
	499	00	03	45
	513	00	58	75
	514	00	19	90
	526	00	05	85
	528	00	27	25
	529	00	00	60
	533	01	30	75
	555	00	08	45
	569	00	10	25
	570	00	21	65
	571	00	25	30
	572	00	09	75
	665	00	11	30
	666	00	10	20
	667	00	11	10
	668	00	14	50
	669	00	03	30
	673 (Government Land)	00	45	70
	674	00	10	15
	700	00	02	10
	742	00	13	10
	743	00	28	70
	750	00	21	55

1	2	3	4	5
2) Bhuvanagiri (Contd....)				
	751	00	24	00
	758	00	63	70
	759	00	63	55
	759 Part (Crossing Land)	00	04	00
	760	00	15	10
	761	00	56	90
	762	00	80	25
	762 Part (Crossing Land)	00	02	70
	763	00	00	35
	763 Part (Crossing Land)	00	00	20
	850	00	77	30
	850 Part (Crossing Land)	00	02	50
	851	01	10	25
	852	00	88	95
	853	00	80	10
	854	00	10	55
	Between 265&414 (Crossing Land)	00	06	70
3) Navajpally				
	173	00	19	75
	173 Part (Crossing Land)	00	01	80
	62	01	00	30
	63	00	58	55
	64	00	02	60
	77	01	13	55
	77 Part (Crossing Land)	00	03	00
	78	00	07	20
	78 Part (Crossing Land)	00	02	00
	86	00	07	10
	87	00	60	00
	88	00	56	75
	90	00	00	30
	91	00	40	40
	92	00	49	60
	93	01	07	20
	95	00	01	10
4) Tajpur				
	23	00	00	10
	24	01	26	30
	25	00	91	15
	26	00	41	10
	26 Part (Crossing Land)	00	03	00
	27	00	01	60
	28	00	00	35
	29	00	35	90

1	2	3	4	5
4) Tajpur (Contd....)				
	30	00	02	50
	32	00	84	80
	45	00	12	45
	46	00	23	65
	47	00	15	75
	48	00	21	00
	49	00	10	75
	50	00	14	70
	51	00	05	40
	59	00	03	15
	63	00	18	25
	64	00	17	10
	65	00	60	45
	66	00	25	50
	Bet.66 & Vill.Boundary (Government Land)	00	20	70
5) Thukkapur				
	146	00	20	80
	147	00	18	65
	148	00	03	40
	149	00	74	45
	151	00	20	10
	206	00	32	45
	207	00	26	20
	226	00	30	35
	227	00	17	50
	228	00	17	40
	231	00	04	90
	232	00	06	45
	233	00	71	70
	234	00	33	50
6) Yerrambelli				
	30	00	19	35
	31	00	77	30
	36	01	22	25
	40	00	14	80
	43	00	38	40
	43 Part (Crossing Land)	00	02	50
	44	00	00	30
	44 Part (Crossing Land)	00	00	80
	51 (Government Land)	00	02	70
	52	00	21	40
	53	00	05	10
	60	00	22	20
	65	00	00	90

1	2	3	4	5
6) Yerrambelli (Contd....)				
	66	00	02	70
	69	00	31	20
	70	00	03	20
	72 (Government Land)	00	00	25
	74	00	23	50
	74 Part (Government Land)	00	41	35
	76 (Government Land)	00	02	15
	77	00	13	00
	78	00	30	00
	79	00	02	10
	85 (Government Land)	00	00	55
	89	00	21	65
	91	00	02	65
	92	00	12	80
	Between 43&53 (Crossing Land)	00	03	70
	Between Sy. No. 30&36 (Crossing Land)	00	11	20

Mandal : Bommalaramaram District : Nalgonda State : Andhra Pradesh

1) Bommalaramaram	266	00	85	80
	277	00	15	00
	278	00	51	55
	279	00	64	20
	280	00	82	05
	281	00	10	45
	283	02	97	00
	364	00	36	20
	364 Part (Crossing Land)	00	07	00
	367	00	17	10
	368	00	12	40
	369	00	18	45
	370	00	00	95
	382	00	07	90
	383	00	13	30
	384	00	07	25
	385	00	02	10
	387	00	95	30
	387 Part (Crossing Land)	00	01	00
2) Hajipur	247	00	59	75
	255	00	80	40
	270	00	39	30
	270 Part (Crossing Land)	00	03	85
	271	00	28	80

1	2	3	4	5
2) Hajipur (Contd....)	271 Part (Crossing Land)	00	00	20
	273	00	37	90
	274	00	15	70
	275	00	64	55
	276	00	20	65
	277	00	37	70
	289	00	12	30
3) Malyasala	102	00	20	15
	109	00	02	95
	110	00	35	55
	112	00	16	15
	113	00	22	80
	118	00	31	05
	119	00	08	05
	120	01	27	85
	121	00	02	20
	124	01	19	10
	145	01	11	15
	147	00	48	85
	206	00	12	70
	207	00	70	15
	209	00	62	05
	210	00	15	10
	215	00	00	60
	Between 124&147 (Crossing Land)	00	05	00
	Between 145&207 (Crossing Land)	00	04	00
4) Masireddypalli	4	00	33	65
	5	00	83	15
	7	00	02	95
5) Medipalli	231	00	53	25
	231 Part (Crossing Land)	00	03	30
	232	00	00	95
	233	00	22	25
	234	00	72	20
	234 Part (Crossing Land)	00	05	20
	236	00	02	60
	238	01	01	10
	238 Part (Crossing Land)	00	07	80
	241	00	45	65
	243	01	17	15
	244	00	64	85

1	2	3	4	5
5) Medipalli (Contd....)				
	247	00	26	25
	248	00	33	45
	249	00	01	85
	250	00	08	25
	252	00	00	60
	Between Vg Boundary and 234 (Government Land)	00	20	60
6) Mylaram				
	126	00	33	85
	136	00	38	20
	137	00	11	80
	139	01	21	95
	139 Part (Government Land)	00	22	25
	141	00	50	00
	141 Part (Crossing Land)	00	05	00
	142	00	10	75
	143 (Government Land)	00	08	25
	146	00	05	05
	147	00	57	00
	171	00	43	20
	172	00	12	35
	181	00	21	90
	184	00	12	65
	185	00	06	15
	186	00	18	00
	188	00	02	80
	196	00	56	45
	197	00	03	50
	199	00	23	05
	200	00	02	00
	201	00	70	40
	202	00	28	30
	202 Part (Crossing Land)	00	07	25
	218	00	16	05
	220	00	43	05
	222	00	30	45
	223	00	59	35
	224	00	64	60
	225	00	16	75
7) Thoomkunta				
	123 (Government Land)	05	90	70
	123 Part (Crossing Land)	00	05	35
	21 (Crossing Land)	00	08	00
	22	00	06	45
	24	00	04	50

1	2	3	4	5
7) Thoomkunta (Contd....)	25	00	01	00
	258	00	32	70
	259	00	41	20
	26	00	22	60
	261	00	46	25
	27	00	00	60
	273	00	58	80
	273 Part (Crossing Land)	00	00	20
	275	00	92	40
	277	00	46	45
	278	00	15	05
	28	00	09	15
	29	00	19	85
	57	00	33	75
	59	00	17	35
	60	00	01	95
	62	00	29	30
	63	00	18	40
	64	00	02	60
	65	00	06	75
	93	00	00	20
	94	00	20	55

Mandal : Medchal	District : Rangareddy	State : Andhra Pradesh		
1) Girmapur	209	00	08	05
	210	00	11	60
	211	00	17	25
	212	00	44	50
	217	00	54	30
	218	00	61	65
2) Gosaiguda	17	00	81	45
	17 Part (Crossing Land)	00	03	90
	18	00	80	65
	20	00	43	05
3) Goudavelly	14	00	07	95
	15	00	08	75
	18	00	11	95
	19	00	09	20
	20	00	03	70
	22	00	00	35
	23	00	19	45
	24	00	07	70

1	2	3	4	5
3) Goudavelly (Contd....)	341 (Government Land)	00	08	20
	43	00	10	05
	44	00	22	50
	45	00	12	30
	46	00	00	10
	5	00	00	15
	560	00	04	65
	561	01	37	75
	565	00	17	60
	566	00	14	70
	566 Part (Crossing Land)	00	05	45
	567	00	10	80
	568	00	14	60
	569	00	14	95
	571	00	19	65
	572	00	00	50
	575	00	01	90
	598	00	48	30
	599	00	35	90
	6	00	13	85
	601	00	24	95
	601 Part (Crossing Land)	00	04	80
	607	00	11	60
	608	00	31	50
	610	00	01	90
	611	00	08	30
	612	00	02	15
	613	00	19	50
	614	00	27	40
	615	00	13	55
	616	00	28	15
	65	00	04	45
	66	00	07	00
	67	00	01	70
	681	00	29	05
	682	00	05	30
	8	00	07	50
	89	00	03	50
	9	00	01	25
	90	00	35	85
	91	00	00	35
	92	00	02	10

1	2	3	4	5
3) Goudavelly (Contd....)	93	00	24	15
	94	00	05	10
	95	00	00	80
	97	00	27	45
	98	00	32	40
	Between 681& 341 (Crossing Land)	00	13	20
	In 22 ,23 ,24 (Crossing Land)	00	02	85
4) Medchal	390	00	14	05
	395	00	11	80
	396	00	11	85
	397	00	04	20
	398	00	00	10
	399	00	00	10
	400	00	00	30
	401	00	11	05
	402	00	00	60
	433	00	14	00
	434	00	14	70
	440	00	00	40
	441	00	10	95
	442	00	16	90
	448	00	23	35
	449	00	00	10
	450	00	24	40
	453	00	02	35
	454	00	05	45
	455	00	08	90
	456	00	07	60
	457	00	17	20
	474	00	14	85
	475	00	18	95
	476	00	00	15
	477	00	09	55
	478	00	25	95
	485	00	02	95
	486	00	00	80
	487	00	16	35
	488	00	08	55
	497	00	02	20
	500	00	27	45
	501	00	10	95
	502	00	07	05

1	2	3	4	5
4) Medchal (Contd....)				
504		00	00	25
505		00	21	30
506		00	17	50
507		00	16	50
510		00	01	35
511		00	01	20
516		00	28	40
520		00	42	30
521		00	02	50
522		00	37	95
523		00	03	35
526		00	71	15
526 Part (Crossing Land)		00	02	00
528		00	82	00
530		00	35	95
541		00	16	40
542		00	05	40
542 Part (Crossing Land)		00	04	90
794		00	00	75
795		00	61	05
797		00	11	05
798		00	18	25
799		00	53	55
812		00	03	30
813		00	53	50
814		00	33	70
881		00	04	30
883		00	09	20
884		00	23	85
885		00	10	20
886 (Government Land)		00	04	60
889		00	16	70
893 (Government Land)		00	21	75
897 (Government Land)		00	65	70
905		01	64	45
Between 402&893 (Crossing Land)		00	05	15
IN 396,400,397,399 (Crossing Land)		00	12	15
5) Pudur				
173		00	09	65
174		00	03	80
175		00	14	30
177		00	04	25

1	2	3	4	5
5) Pudur (Contd....)	178	00	15	00
	179	00	00	35
	183	00	32	05
	184	00	00	55
	185	00	08	75
	198	00	16	40
	202	00	36	20
	203	00	00	35
	206	00	23	30
	214	00	19	30
	215	00	23	60
	217	00	13	60
	218	00	05	45
	220	00	00	90
	221	00	25	15
	222	00	18	15
	226	00	15	50
	227	00	18	25
	250	00	43	10
	251	00	40	75
	254	00	05	60
	255	00	21	60
	301	00	15	55
	302	01	15	25
	303	00	74	20
	304	00	33	35
	309	00	00	30
	310	00	79	85
	311	00	15	45
	536	00	12	15
	537	00	17	60
	543	00	22	40
	544	00	12	25
	545	00	14	95
	546	00	08	70
	547	00	08	70
	548	00	01	65
	549	00	00	95
	563	00	14	75
	569	00	00	80
	570	00	27	30
	572	00	03	30

	2	3	4	5
5) Pudur (Contd....)	577	00	55	25
	578	00	22	60
	579	00	45	65
	Between 198 & 537 (Crossing Land)	00	03	10
6) Railapur	100	00	10	30
	96	00	01	95
	97 (Government Land)	00	14	10
	98/1	00	56	90
	98/2	00	15	20
	98/3	00	10	80
	98/4	00	14	70
	99	00	00	10
Mandal : Qutbulapur	District : Rangareddy	State : Andhra Pradesh		
1) Dundigal	10	00	08	80
	12	00	43	20
	15	00	02	60
	16	00	04	60
	17	00	29	45
	18	00	15	65
	19	00	07	40
	191	00	15	00
	192	00	09	65
	20	00	07	10
	21	00	06	75
	217	00	09	60
	218	00	17	60
	219	00	27	95
	22	00	07	50
	220	00	02	80
	229	00	08	00
	23	00	11	85
	230	00	23	60
	236	00	29	80
	237	00	03	55
	238	00	17	50
	239	00	22	90
	240	00	02	25
	243	00	05	25
	244	00	00	15
	273	00	56	15
	278	00	22	45

1	2	3	4	5
1) Dundigal (Contd....)	279	00	25	85
	280	00	50	95
	281	00	35	05
	282	00	35	85
	283	00	24	95
	336	00	14	65
	337	00	63	00
	338	00	16	70
	340	00	54	40
	341	00	11	85
	80	00	02	95
	83	00	11	75
	84	00	25	55
	85	00	03	85
	86	00	00	55
	90	00	00	30
	91	00	08	15
	92	00	03	10
	94	00	29	05
	95	00	00	60
	964	00	18	85
	965	00	00	65
	966	00	18	40
	971	00	02	05
	972	00	04	20
	973	00	06	90
	974	00	28	90
	975	00	00	45
	98	00	00	10

Mandal : Shameerpet	District : Rangareddy	State : Andhra Pradesh		
1) Bomraspet	118	00	52	50
	119 (Government Land)	00	05	05
	121	00	03	00
	123	00	05	65
	127	00	46	55
	129	00	34	35
	130	00	11	10
	160	00	22	70
	161	00	63	55
	165	00	50	95
	166	00	07	50
	170	00	02	30

	2	3	4	5
1) Bommapet (Contd....)	171	00	25	60
	173	00	55	20
	23	00	03	25
	24	00	55	70
	25	00	15	30
	41	00	62	15
	43 (Government Land)	00	23	15
	44	00	19	75
	46	00	36	65
	47	00	24	50
	48	00	00	10
	49	00	00	10
	50	00	03	25
	507	00	51	25
	67	00	39	40
	Between 24&507 (Crossing Land)	00	06	70
2) Ponnal	100	00	31	75
	173	00	30	05
	174 (Government Land)	00	00	10
	175	00	00	40
	176	00	02	25
	177	00	15	15
	178	00	25	75
	188	00	11	15
	189	00	01	70
	190	00	15	25
	191	00	04	00
	192	00	14	25
	230	00	31	40
	231	00	18	75
	242	00	05	70
	245	00	21	75
	246	00	20	05
	247	00	23	10
	251	00	40	95
	252	00	00	40
	254	00	13	85
	258	00	14	30
	57	00	48	30
	90	00	54	35
	91	00	87	05
	96	00	01	00

1	2	3	4	5
2) Ponnai (Contd....)	98	00	12	20
	99	00	71	70
3) Rudrajpali	145	00	73	05
	146	00	04	60
	152	00	52	95
	154	00	31	90
	155	00	10	40
	156	00	08	60
	197	00	33	60
	237	00	42	70
	238	00	23	75
	246	00	60	05
	247	00	53	75
	253	00	44	90
	257	00	58	40
	257 Part (Crossing Land)	00	04	20
	263	00	90	50
	267	00	09	05
	268	00	19	00
	269	00	35	35
	270 (Government Land)	00	07	45
	Between 152&197 (Crossing Land)	00	07	05
	Between 197&238 (Crossing Land)	00	04	05
4) Shameerpet	102 (Government Land)	01	27	05
	102 Part (Crossing Land)	00	03	90
	103	00	12	40
	104	00	34	55
	105	00	35	10
	106 (Government Land)	00	05	25
	107	00	02	10
	108	00	18	80
	1266 (Government Land)	02	61	20
	1273 (Government Land)	03	80	30
	1273 Part (Crossing Land)	00	01	00
	1274	00	44	85
	1275	00	66	35
	1275 Part (Crossing Land)	00	08	00
	165 (Government Land)	00	19	35
	166	00	06	10
	168	00	12	00
	169	00	00	10

	1	2	3	4	5
4) Sharneerpeta (Contd....)					
	170		00	22	35
	171		00	06	25
	172		00	07	65
	173		00	06	25
	183		00	08	30
	184		00	12	90
	187		00	19	05
	188		00	26	25
	189		00	07	35
	190		00	26	85
	191		00	00	15
	192 (Government Land)		00	00	50
	197		00	36	80
	198		00	22	90
	199		00	02	65
	200		00	06	90
	202 (Government Land)		00	56	15
	215		00	04	95
	419		00	26	75
	420		00	10	85
	421		00	05	75
	422		00	30	15
	438		00	00	10
	439		00	33	35
	440		00	40	40
	441		00	00	15
	452		00	35	65
	453		00	32	65
	543		00	39	40
	544		00	53	65
	545		00	27	65
	574		00	48	60
	575		00	37	25
	576		00	61	15
	577		00	03	25
	590		00	40	15
	80		00	13	70
	84		00	04	60
	85		00	00	25
	95		00	03	95
	96		00	14	55
	97		00	30	45

1	2	3	4	5
4) Shameerpet (Contd....)	98 Between 419&202 (Crossing Land) Between 590&576 (Crossing Land) Between 80&1275 (Crossing Land)	00 00 00 00	00 22 08 06	15 60 70 35
5) Uddamani	338 341 341 Part (Crossing Land) 342 343 351 352 358 359 363	00 01 00 00 00 00 00 00 00 00	20 29 13 77 42 54 65 38 82 08	50 55 00 45 25 65 55 85 50 20
6) Yakhutpur	1 10 100 105 106 107 109 110 7 99 Between 1&110 (Government Land)	00 00 00 00 00 00 00 00 00 00 00	49 00 43 00 24 50 05 69 16 40 32	05 45 25 50 90 80 65 35 20 65 35

[No. L-14014/23/2003-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 16 जून, 2003

का. आ. 1757.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्कास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लाकों और आन्ध्रप्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में कृष्णा, खम्मन और नलगोड़ा जिलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एण्ड इन्कास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइने बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइने बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइने बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिससे उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर पाइपलाइने बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए श्री पी. बुच्चारेड्डी, सक्षम प्राधिकारी, जी.टी.आई.सी.एल. पाइपलाइन परियोजना, 409, 'सी'—एवरेस्ट ब्लाक, आदित्या इन्कलेव, अमीरपेट, हैदराबाद, आन्ध्रप्रदेश पिन 500038 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल :	नेलाकोङ्डापल्लि	जिल्हा :	राज्य :		
			आन्ध्र प्रदेश		
			एकटर	एर	सि एर
1	2	3	4	5	
1) कट्टकाचावरम्	84	00	00	20	
	85	00	67	70	
	89	00	10	50	
	91	00	34	70	
	93	00	39	70	
	95 (क्रासिंग ल्यान्ड)	00	74	35	
	96	00	37	15	
	97	00	11	90	
मंडल :	जगगव्यापेटा	जिल्हा :	किण्णा	राज्य :	आन्ध्र प्रदेश
1) रामाचंद्रनिपेट	1	00	16	40	
	101 (क्रासिंग ल्यान्ड)	00	07	30	
	17 (क्रासिंग ल्यान्ड)	00	03	55	
	18	00	55	40	
	2	00	25	25	
	21 (क्रासिंग ल्यान्ड)	00	08	75	
	22	00	10	90	
	3	00	55	00	
	41/2 (गवनमेन्ट ल्यान्ड)	00	35	95	
	42	00	31	00	
	43/1	00	35	50	
	43/3	00	39	90	
	51 (क्रासिंग ल्यान्ड)	00	08	10	
	52 (क्रासिंग ल्यान्ड)	00	07	35	
	53 (क्रासिंग ल्यान्ड)	00	03	35	
	54 (क्रासिंग ल्यान्ड)	00	00	10	
	55	00	68	55	
	56	00	02	90	
	57/2	00	52	95	
	90 (क्रासिंग ल्यान्ड)	00	06	35	
	91/1 (क्रासिंग ल्यान्ड)	00	03	90	
	91/2ए	00	41	00	
	92/1वी (क्रासिंग ल्यान्ड)	00	06	85	
	92/1ए	00	10	55	
	92/2सी	00	10	35	
	92/2सी	00	14	80	
	97	00	15	45	
	98	00	30	65	

		2	3	4	5
1) रामाचंद्रनिपेट (निरंतर)	99/1	00	58	40	
	99/2	00	55	95	
2) तककेल्लापाडू	105	00	37	75	
	11	00	02	45	
	111	00	81	80	
	112	00	76	40	
	119	00	43	80	
	12 (क्रासिंग ल्यान्ड)	00	05	45	
	120/1	00	20	75	
	13	00	19	70	
	14/1	00	70	65	
	14/2सी	00	08	60	
	14/2ए	00	00	65	
	15 (क्रासिंग ल्यान्ड)	00	02	35	
	82/2 (क्रासिंग ल्यान्ड)	00	00	10	
	82/3	00	18	40	
	83	00	37	35	
	84/1	00	13	65	
	84/2 (क्रासिंग ल्यान्ड)	00	05	95	
	84/3	00	13	35	
	88/1 (क्रासिंग ल्यान्ड)	00	04	90	
	88/2ए	00	45	55	
	88/2सी	00	51	80	
	89	00	07	50	
	90/1 (क्रासिंग ल्यान्ड)	00	01	60	
	90/3	00	02	60	
	90/4	00	21	25	
	91	00	58	30	
	97 (क्रासिंग ल्यान्ड)	00	04	65	
3) तिरुमलागिरि	29/2ए	00	01	00	
	29/3ए	00	26	15	
	30	00	62	35	
	31/1 (गवर्नमेन्ट ल्यान्ड)	00	24	55	
	31/2	00	04	60	
	32/1 (क्रासिंग ल्यान्ड)	00	06	55	
	33/1	00	21	15	
	33/3	00	07	20	
	33/5	00	00	10	
	35/1सी (क्रासिंग ल्यान्ड)	00	00	35	
	35/1ए	00	52	65	
	35/3सी	00	26	45	
	35/3ए (क्रासिंग ल्यान्ड)	00	16	95	

1	2	3	4	5
3) तिमुलागिरि (निरंतर)	35/5ए1 35/6ए 39/1 39/2 39/3 40 41/3 41/4 44/4 44/5 44/6 45 (क्रासिंग ल्यान्ड) 46	00 00 00 00 00 00 00 00 00 00 00 00 00	00 12 16 18 22 38 04 04 00 03 04 06 95	80 55 95 90 65 35 50 75 90 75 35 95 30

मंडल : पेनुगांचिपोल	जिल्हा : किश्चांग	राज्य : आनंद्रा प्रदेश		
1) अनिंगड़लापाड़	325 (क्रासिंग ल्यान्ड) 328/5 328/6 328/7 329/2 329/3 329/5 329/6 330/3 330/4 414/2 415/4 415/5 415/8	00 00 00 00 00 00 00 00 00 00 00 00 00	07 27 00 16 10 27 17 02 00 23 16 43 28 00	40 95 85 95 35 20 40 55 10 65 45 60 15 10
2) गुम्माडिदुरु	1 (क्रासिंग ल्यान्ड) 10/1 11/1 110/2 111/1वी (क्रासिंग ल्यान्ड) 111/3ए 111/4ए 111/5 (क्रासिंग ल्यान्ड) 111/9 112 (गवर्नमेन्ट ल्यान्ड) 12/7 128/1 128/2 129 (क्रासिंग ल्यान्ड)	00 00 00 01 00 00 00 00 00 00 00 00 00 00	13 18 64 00 01 40 00 09 06 04 00 28 15 08	15 50 60 80 70 20 30 95 40 75 10 15 85 30

1	2	3	4	5
2) गुम्बाडिदुरु (निरतर)	2/1	00	09	15
	4/2	00	21	25
	4/3	00	07	60
	55 (क्रासिंग ल्यान्ड)	00	10	25
	56/1ए	00	56	45
	57/1	00	45	10
	57/2 (क्रासिंग ल्यान्ड)	00	05	90
	57/3	00	36	95
	6/1	00	12	10
	6/2	00	06	95
	68 (क्रासिंग ल्यान्ड)	00	01	45
	69/3	00	26	10
	7/1	00	75	40
	74/1	00	41	50
	74/3	00	24	45
	75/1	00	42	05
	75/2	00	26	75
	75/3	00	24	20
	76/1	00	25	10
	8/1	00	47	40
	9/2	00	23	90
	9/3 (क्रासिंग ल्यान्ड)	00	06	25
	9/4	00	14	60
	9/7	00	14	45
	90 (क्रासिंग ल्यान्ड)	00	03	55
	91/1	00	22	15
	91/3	00	91	45
	91/5	00	00	45
3) लिंगाण्डूम्	1 (क्रासिंग ल्यान्ड)	00	31	15
	41/3	00	55	35
	44/2	00	44	05
	44/3	00	00	10
	45	00	52	95
	46/1	00	27	50
	46/4	00	03	50
	5/1ई	00	03	75
	5/1बी	00	17	35
	5/1डी	00	15	70
	5/1ए	00	19	15
	5/1सी	00	10	50
	5/2	00	16	50
	50/3	00	06	15

1	2	3	4	5
3) लिंगायूडम् (निरंतर)	51 (क्रासिंग ल्यान्ड)	00	05	00
	52/1	00	33	50
	52/2बी	00	21	15
	52/2सी	00	14	75
	53/2	00	39	20
	68 (क्रासिंग ल्यान्ड)	00	04	85
	69/2	00	38	50
	69/3बी (क्रासिंग ल्यान्ड)	00	06	25
	69/3ए	00	08	35
	69/3सी	00	23	85
	70 (क्रासिंग ल्यान्ड)	00	06	95
	71	00	01	60
	72	00	50	30
4) पेनुर्गाविप्रोलु	258	00	92	70
	26/1	00	35	50
	26/3	00	26	40
	26/4	00	01	00
	264 (क्रासिंग ल्यान्ड)	00	03	75
	269	00	29	80
	27/3बी	00	13	85
	27/3ए	00	31	05
	27/3सी	00	06	80
	271 (क्रासिंग ल्यान्ड)	00	37	50
	271/1	00	19	20
	271/2बी (क्रासिंग ल्यान्ड)	00	06	60
	271/2ए1	00	12	05
	271/2ए2 (क्रासिंग ल्यान्ड)	00	01	60
	271/2सी	00	00	15
	272 (क्रासिंग ल्यान्ड)	00	17	40
	273 (क्रासिंग ल्यान्ड)	00	03	40
	274	00	19	10
	288	00	18	25
	29 (क्रासिंग ल्यान्ड)	00	01	90
	360/3 (क्रासिंग ल्यान्ड)	00	04	85
	361	01	04	35
	362/1बी (क्रासिंग ल्यान्ड)	00	01	00
	362/1ए2	00	09	50
	362/1ए3	00	05	35
	362/1सी2	00	06	70
	362/2	00	20	65
	377/1ए (क्रासिंग ल्यान्ड)	00	03	10
	377/2बी	00	40	10

1	2	3	4	5
4) पेनुगंचिप्रोलु (निर्वाचनी)	377/3वी (कासिंग ल्यान्ड)	00	01	25
	377/3ए3	00	22	10
	377/3ए4	00	16	20
	377/3सी3	00	11	80
	378 (कासिंग ल्यान्ड)	00	02	20
	382/1वी (कासिंग ल्यान्ड)	00	00	10
	382/1ए1	00	00	10
	382/1ए2	00	63	70
	389	00	01	65
	390/3	00	45	65
	396/1	00	05	80
	396/2वी (कासिंग ल्यान्ड)	00	00	85
	396/2ए	00	25	00
	397/3वी (कासिंग ल्यान्ड)	00	08	50
	397/5	00	44	70
	397/7ए	00	37	85
	397/8ए	00	00	10
	397/9ए1	00	01	55
	397/9ए2	00	05	45
	498/1वी (कासिंग ल्यान्ड)	00	05	75
	498/4वी	00	35	95
	498/5वी	00	32	60
	498/6ए	00	15	20
	498/6सी	00	24	15
	503	00	02	15
	505	00	61	10
	506/2	00	13	90
	506/3ए	00	59	15
	508 (कासिंग ल्यान्ड)	00	04	05
	521	00	52	40
	528/वी/1	00	42	80
	528/ए/1वी	00	29	70
	528/ए/1ए (कासिंग ल्यान्ड)	00	01	70
	529/1 (कासिंग ल्यान्ड)	00	06	10
	558/1 (कासिंग ल्यान्ड)	00	00	55
	558/2	00	08	40
	559/1वी	00	40	60
	560/1वी	00	02	70
	560/1ए	00	23	85
	560/1सी	00	06	35
	563/1	00	22	55
	563/2	00	12	65

1	2	3	4	5
4) ऐनुगांधीपोलु (निरंतर)	566/1	00	10	50
	566/2	00	09	05
	566/3	00	09	10
	566/4बी	00	15	95
	566/4ए	00	07	00
	567/1बी	00	00	60
	567/1ए	00	14	95
	571 (क्रासिंग ल्यान्ड)	00	05	65
	572/1बी	00	00	35
	572/1ए	00	07	90
	572/2	00	53	95
	573	00	07	10
	629/1	00	18	05
	629/4	00	19	80
	630	00	93	15
	632 (क्रासिंग ल्यान्ड)	00	04	20
	643/1बी	00	14	70
	643/1ए	00	13	85
	643/5बी	00	16	95
	643/5ए	00	18	05
	643/5सी	00	12	85
	644/2	00	04	65
	644/3	00	31	80
	644/4	00	17	35
	644/6	00	15	70
	645/1बी	00	09	65
	645/1सी	00	31	65
	645/3बी	00	25	70
	649/1बी	00	06	25
	649/2बी (क्रासिंग ल्यान्ड)	00	00	10
	649/2सी (गवनमेन्ट ल्यान्ड)	00	79	10
	650/1बी (गवनमेन्ट ल्यान्ड)	00	09	00
	650/5बी3	00	09	25
	653	00	02	10
	663	00	05	65
	664	00	47	95
	665 (क्रासिंग ल्यान्ड)	00	93	35
	726 (गवनमेन्ट ल्यान्ड)	00	01	15
	727/1	00	11	40
	728 (क्रासिंग ल्यान्ड)	00	10	25
	729/1	00	33	25
	729/2	00	19	55

1	2	3	4	5
4) फेनुग्विप्रोलु (निरतर)	729/3	00	00	70
	729/5	00	02	40
	734 (गवर्नमेन्ट ल्यान्ड)	00	05	85
	735	00	10	65
	735/1 (गवर्नमेन्ट ल्यान्ड)	00	01	25
	735/2डी	00	06	10
	735/2सी	00	01	65
	735/3ई	00	11	75
	735/3बी	00	00	75
	735/3डी	00	00	50
	735/3ए	00	02	90
	735/3एफ	00	20	05
	735/3हेच	00	18	35
	735/3जी	00	14	10
	735/4ए	00	02	35
	735/5डी	00	00	10
	738/1बी	00	01	30
	738/1ए	00	21	05
	738/2 (गवर्नमेन्ट ल्यान्ड)	00	07	30
	738/3	00	04	20
	739/1एफ	00	01	55
	739/1जी	00	12	75
	741/1 (गवर्नमेन्ट ल्यान्ड)	00	12	35

मंडल ३ व वसवायि	जिल्हा ३ किण्णा	राज्य ३ आम्बा प्रदेश	
1) भीमाकरम्	100 (कासिंग ल्यान्ड)	00	03
	106/1बी/1बी	00	25
	106/1बी/1ए	00	25
	106/1ए (कासिंग ल्यान्ड)	00	01
	106/2	00	55
	107/2	00	11
	108/1	00	45
	108/2	00	00
	109 (कासिंग ल्यान्ड)	00	07
	122/2	00	01
	45/2 (कासिंग ल्यान्ड)	00	00
	45/3ए	00	19
	45/4डी	00	11
	45/4ए	00	11
	45/4सी	00	05
	45/5	00	12
	45/6बी	00	11
	46/2 (कासिंग ल्यान्ड)	00	06

1	2	3	4	5
1) भीमाकरम् (निरंतर)	46/3 (क्रासिंग ल्यान्ड)	00	03	55
	47/1बी	00	11	10
	47/1डी	00	13	70
	47/1सी	00	13	45
	54 (क्रासिंग ल्यान्ड)	00	04	55
	55/1बी	00	75	35
	55/1सी	00	07	45
	58/2	00	21	65
	58/3ई	00	22	45
	58/3बी	00	04	00
	58/3सी	00	01	85
	59/2	00	28	00
	59/3	00	19	80
	67 (क्रासिंग ल्यान्ड)	00	07	70
	74/2ए	00	09	20
	75/1बी (क्रासिंग ल्यान्ड)	00	18	55
	75/1ए	00	36	35
	75/1ए	00	09	80
	75/2ए	00	09	15
	75/2सी	00	09	80
	75/3बी	00	00	10
	77/3	00	10	65
	77/4	00	24	75
	78/1डी	00	35	55
	78/1सी	00	15	75
	95/2 (क्रासिंग ल्यान्ड)	00	01	85
	95/3	00	24	30
	96	00	46	00
	98/1बी (क्रासिंग ल्यान्ड)	00	01	60
	98/1ए	00	07	10
	98/1सी	00	34	65
	98/2	00	84	30
2) देवुपालेम्	100 (क्रासिंग ल्यान्ड)	00	04	10
	101/1	00	41	60
	104 (क्रासिंग ल्यान्ड)	00	07	70
	106	00	17	75
	107/1	00	00	20
	107/2	00	71	05
	109/3 (गवनमेन्ट ल्यान्ड)	00	08	00
	15 (गवनमेन्ट ल्यान्ड)	00	06	00
	16/1	00	36	85
	16/2बी	00	36	30

1	2	3	4	5
2) देवपालम् (सिरंतर)	16/2ए 17/1 17/2 (क्रासिंग ल्यान्ड) 17/3 18 33/3ए 34 35/1 35/2 37/1डी 38/2 39/2	00 00 00 00 00 00 00 00 00 00 00 00 00	05 39 06 92 35 00 23 31 23 09 79 83	60 35 95 85 75 10 35 20 50 60 15 40
3) गोपिनेनिपालम्	67/4 67/5 70 (क्रासिंग ल्यान्ड) 71/2 71/3 72/2 72/3 (क्रासिंग ल्यान्ड) 74 (क्रासिंग ल्यान्ड) 75/2	00 00 00 00 00 00 00 00 00	16 42 05 48 37 25 01 02 19	35 45 10 70 05 05 45 50 80
4) मक्कापेटा	109 (क्रासिंग ल्यान्ड) 110/1 110/2 111/1डी 111/1ए 111/2 111/3सी 112/2 112/3 113/1 113/2 113/3 114 (क्रासिंग ल्यान्ड) 117/2 117/3 118 119 120/1 120/2 (क्रासिंग ल्यान्ड) 120/3 91 (क्रासिंग ल्यान्ड)	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	08 42 00 04 58 00 01 15 14 00 14 15 04 12 16 01 98 17 09 00 28	00 70 70 55 30 40 05 15 40 65 15 40 35 05 30 30 90 95 45 10 40

1	2	3	4	5
4) भक्तपेटा (निरंतर)	92 93/1 93/2 96 97/बी 97/ए	00 00 00 00 00 00	21 49 02 33 41 19	55 15 90 30 15 05
5) मंगोलू	111/5ए 111/6ए 113 115/1 (गवनमेन्ट ल्यान्ड) 76 77/2 78 79 80/1 80/2 80/3 81/1 81/2 81/3 84/2ए 99 (क्रासिंग ल्यान्ड)	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	23 38 50 51 34 28 00 39 19 18 11 05 12 22 50 03	10 80 80 00 50 05 10 30 30 05 15 90 20 20 10 95
6) वीराम्बुनिपालेम्	10 3 32 33/1 34 35/1 38 (क्रासिंग ल्यान्ड) 39 4/1 4/2 40 (क्रासिंग स्थान्ड) 41 5 (क्रासिंग ल्यान्ड) 53 (क्रासिंग ल्यान्ड) 6	01 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	32 27 38 12 13 16 08 18 27 03 06 27 09 02 15	05 35 40 05 60 25 05 25 90 90 55 55 10 90 45

मंडल : कोडाह	जिल्हा : नलगांडा	राज्य : आनंद्रा प्रदेश
1) अनंतगिरि	1014 1027 (गवनमेन्ट ल्यान्ड) 747	01 32 63
		65 40 30

	2	3	4	5
1) अनंतगिरि (निरंतर)	923 925 927 954 955 959 960 961 975 976 977 979 985 986 989 990 सर्वे सं 961 और 954 बीच में (क्रासिंग ल्यान्ड)	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	38 56 59 20 00 05 29 01 02 08 25 09 35 30 22 03	25 45 60 55 10 50 30 75 80 20 65 95 75 10 10 75
2) दिव्यार्थ	100 101 104 107 109/1 116/1 117//1 117/2 118 151/2 152/2 (गवर्नमेन्ट ल्यान्ड) 153 154 158 159 161 168 73 74 75 76 77 81 87 88 (क्रासिंग ल्यान्ड)	00 00	12 04 41 77 23 77 26 45 97 24 38 71 22 90 05 30 70 61 39 79 37 61 05	25 85 90 50 60 50 75 90 70 30 05 40 35 55 25 65 90 30 25 50 10 25 55 60 95

1	2	3	4	5
मंडल : नदीगूदेम्	जिल्हा : नलगोंडा		राज्य : आन्ध्र प्रदेश	
1) नडिगूदेम्	273	00	67	00
	277	00	30	55
	278	00	35	65
	279	00	38	30
	280	00	39	85
	287	00	23	15
	288 (कासिंग ल्यान्ड)	00	07	75
	290	00	50	75
	292 (कासिंग ल्यान्ड)	00	00	35
	293 (कासिंग ल्यान्ड)	00	08	50
	294	00	42	05
	306	00	17	65
	307	00	23	10
	308	00	25	70
	310	00	29	60
	312	00	07	65
2) रामापुरम्	108 (गवर्नमेन्ट ल्यान्ड)	00	54	90
	111	00	84	15
	119	00	35	70
	120	00	84	40
	121	00	15	35
	41 (गवर्नमेन्ट ल्यान्ड)	00	33	30
	42 (गवर्नमेन्ट ल्यान्ड)	00	39	50
	43 (गवर्नमेन्ट ल्यान्ड)	00	38	20
	44 (कासिंग ल्यान्ड)	00	08	60
	59 (कासिंग ल्यान्ड)	00	01	25
	60 (कासिंग ल्यान्ड)	00	03	10
	61	00	38	75
	62	00	39	40
	63	00	62	15
	64 (गवर्नमेन्ट ल्यान्ड)	00	53	40
	65	00	21	30
	66	00	38	35
	सर्वे सं 119 और 121 के बीच में (कासिंग ल्यान्ड)	00	02	85
3) सिंगवरम्	128	00	59	90
	129	00	15	05
	130	00	35	70
	132	00	00	10
	133	00	43	10
	134	00	45	55

1	2	3	4	5
3) सिंगवरम् (निरंतर)	135 (गवर्नमेन्ट ल्यान्ड)	00	04	05
	136 (गवर्नमेन्ट ल्यान्ड)	00	02	10
	144	00	29	85
	145	00	34	90
	147	01	30	00
	148 (गवर्नमेन्ट ल्यान्ड)	00	00	70
	149 (गवर्नमेन्ट ल्यान्ड)	00	08	90
	282	01	14	20
	283	00	21	40
	284	00	30	00
	285	00	35	65
	286 (क्रासिंग ल्यान्ड)	00	13	35
	307	00	79	50
	308	00	27	30
4) तेल्लबल्लि	49	00	57	20
	53	00	13	30
	54	00	45	15
	55	00	76	50
	62	00	36	00
	63.	00	40	90
	64	00	55	80
	65	00	87	00
	66	00	45	85
	82	00	28	85
	83	00	66	05
	84 (गवर्नमेन्ट ल्यान्ड)	00	04	40
	91	00	47	20
	92 (क्रासिंग ल्यान्ड)	00	61	70
	95	00	96	05
5) याकलासकानपेट	28	00	26	20
	29	00	00	25
	34	00	36	25
	35 (क्रासिंग ल्यान्ड)	00	04	55
	36	00	35	60
	38	01	00	50
	40	00	40	45
	43	01	25	80
	48 (क्रासिंग ल्यान्ड)	00	05	15
	49 (गवर्नमेन्ट ल्यान्ड)	00	47	00
	51 (क्रासिंग ल्यान्ड)	00	10	00
	52	00	10	15
	60/3	00	04	90

1	2	3	4	5
5) गासलासकानपेट (निरंतर)	64	00	02	00
	74	00	13	85
	75	00	43	80
	76	00	36	05
	76/2 (कासिंग ल्यान्ड)	00	02	15

[फा. सं. एल.-14014/17/2003-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, 16 June, 2003

S. O. 1757.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the Natural Gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter Company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Krishna, Khamman and Nalgonda Districts in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri P. Butcha Reddy, Competent Authority, GTCL Pipeline Project, 409, 'c' - Everest Block, Aditya Enclave, Ameerpet, Hyderabad, Andhra Pradesh Pin - 500038.

Schedule

Mandal : Nelakonda palli**District : Khammam****State : Andhra Pradesh**

Village	Survey No./Sub-Division No.	Area of ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) Kattukachevaram	84	00	00	20
	85	00	67	70
	89	00	10	50
	91	00	34	70
	93	00	39	70
	95 (Crossing Land)	00	74	35
	96	00	37	15
	97	00	11	90

Mandal : Jagdayapeta**District : Krishna****State : Andhra Pradesh**

1) Ramechandrapetta	1	00	16	40
	101 (Crossing Land)	00	07	30
	17 (Crossing Land)	00	03	55
	18	00	55	40
	2	00	25	25
	21 (Crossing Land)	00	08	75
	22	00	10	90
	3	00	55	00
	41/2 (Government Land)	00	35	95
	42	00	31	00
	43/1	00	35	50
	43/3	00	39	90
	51 (Crossing Land)	00	08	10
	52 (Crossing Land)	00	07	35
	53 (Crossing Land)	00	03	35
	54 (Crossing Land)	00	00	10
	55	00	68	55
	56	00	02	90
	57/2	00	52	95
	90 (Crossing Land)	00	06	35
	91/1 (Crossing Land)	00	03	90
	91/2A	00	41	00
	92/1A	00	10	55
	92/1B (Crossing Land)	00	06	85
	92/1C	00	14	80
	92/2C	00	10	35
	97	00	15	45
	98	00	30	65
	99/1	00	58	40

1	2	3	4	5
1) Ramachandrunipeta (Contd....)	99/2	00	55	95
(2) Takkellapedu	105	00	37	75
	11	00	02	45
	111	00	81	80
	112	00	76	40
	119	00	43	80
	12 (Crossing Land)	00	05	45
	120/1	00	20	75
	13	00	19	70
	14/1	00	70	65
	14/2A	00	00	65
	14/2B	00	08	60
	15 (Crossing Land)	00	02	35
	82/2 (Crossing Land)	00	00	10
	82/3	00	18	40
	83	00	37	35
	84/1	00	13	65
	84/2 (Crossing Land)	00	05	95
	84/3	00	13	35
	88/1 (Crossing Land)	00	04	90
	88/2A	00	45	55
	88/2C	00	51	80
	89	00	07	50
	90/1 (Crossing Land)	00	01	60
	90/3	00	02	60
	90/4	00	21	25
	91	00	58	30
	97 (Crossing Land)	00	04	65
(3) Tirumalagiri	29/2A	00	01	00
	29/3A	00	26	15
	30	00	62	35
	31/1 (Government Land)	00	24	55
	31/2	00	04	60
	32/1 (Crossing Land)	00	06	55
	33/1	00	21	15
	33/3	00	07	20
	33/5	00	00	10
	35/1A	00	52	65
	35/1B (Crossing Land)	00	00	35
	35/3A (Crossing Land)	00	16	95
	35/3B	00	26	45
	35/5A1	00	00	80
	35/6A	00	12	55

1	2	3	4	5
3) Tirumalgiri (Contd....)	39/1	00	16	95
	39/2	00	18	90
	39/3	00	22	65
	40	00	38	35
	41/3	00	04	50
	41/4	00	04	75
	44/4	00	00	90
	44/5	00	03	75
	44/6	00	04	35
	45 (Crossing Land)	00	06	95
	46	00	95	30

Mandal : Penuganchiprolu	District : Krishna	State : Andhra Pradesh		
1) Anigandlapadu	325 (Crossing Land) 328/5 328/6 328/7 329/2 329/3 329/5 329/6 330/3 330/4 414/2 415/4 415/5 415/8	00 00 00 00 00 00 00 00 00 00 00 00 00 00	07 27 00 16 10 27 17 02 00 23 16 43 28 00	40 95 85 95 35 20 40 55 10 65 45 60 15 10
2) Gummadiduru	1 (Crossing Land) 10/1 11/1 110/2 111/1B (Crossing Land) 111/3A 111/4A 111/5 (Crossing Land) 111/9 112 (Government Land) 12/7 128/1 128/2 129 (Crossing Land) 2/1 4/2 4/3	00 00 00 01 00 00 00 00 00 00 00 00 00 00 00 00 00	13 18 64 00 01 40 00 09 06 04 00 28 15 08 09 21 07	15 50 60 80 70 20 30 95 40 75 10 15 85 30 15 25 60

1	2	3	4	5
2) Gummadiyuru (Contd....)	55 (Crossing Land)	00	10	25
	56/1A	00	56	45
	57/1	00	45	10
	57/2 (Crossing Land)	00	05	90
	57/3	00	36	95
	6/1	00	12	10
	6/2	00	06	95
	68 (Crossing Land)	00	01	45
	69/3	00	26	10
	7/1	00	75	40
	74/1	00	41	50
	74/3	00	24	45
	75/1	00	42	05
	75/2	00	26	75
	75/3	00	24	20
	76/1	00	25	10
	8/1	00	47	40
	9/2	00	23	90
	9/3 (Crossing Land)	00	06	25
	9/4	00	14	60
	9/7	00	14	45
	90 (Crossing Land)	00	03	55
	91/1	00	22	15
	91/3	00	91	45
	91/5	00	00	45
3) Lingagudem	1. (Crossing Land)	00	31	15
	41/3	00	55	35
	44/2	00	44	05
	44/3	00	00	10
	45	00	52	95
	46/1	00	27	50
	46/4	00	03	50
	5/1A	00	19	15
	5/1B	00	17	35
	5/1C	00	10	50
	5/1D	00	15	70
	5/1E	00	03	75
	5/2	00	16	50
	50/3	00	06	15
	51 (Crossing Land)	00	05	00
	52/1	00	33	50
	52/2B	00	21	15
	52/2C	00	14	75
	53/2	00	39	20

1	2	3	4	5
3) Lingagudem (Contd....)	68 (Crossing Land)	00	04	85
	69/2	00	38	50
	69/3A	00	08	35
	69/3B (Crossing Land)	00	06	25
	69/3C	00	23	85
	70 (Crossing Land)	00	06	95
	71	00	01	60
	72	00	50	30
{ 4) Penuganchiprolu	258	00	92	70
	26/1	00	35	50
	26/3	00	26	40
	26/4	00	01	00
	264 (Crossing Land)	00	03	75
	269	00	29	80
	27/3A	00	31	05
	27/3B	00	13	85
	27/3C	00	06	80
	271 (Crossing Land)	00	37	50
	271/1	00	19	20
	271/2A1	00	12	05
	271/2A2 (Crossing Land)	00	01	60
	271/2B (Crossing Land)	00	06	60
	271/2C	00	00	15
	272 (Crossing Land)	00	17	40
	273 (Crossing Land)	00	03	40
	274	00	19	10
	288	00	18	25
	29 (Crossing Land)	00	01	90
	360/3 (Crossing Land)	00	04	85
	361	01	04	35
	362/1A2	00	09	50
	362/1A3	00	05	35
	362/1B (Crossing Land)	00	01	00
	362/1C2	00	06	70
	362/2	00	20	65
	377/1A (Crossing Land)	00	03	10
	377/2B	00	40	10
	377/3A3	00	22	10
	377/3A4	00	16	20
	377/3B (Crossing Land)	00	01	25
	377/3C3	00	11	80
	378 (Crossing Land)	00	02	20
	382/1A1	00	00	10
	382/1A2	00	63	70

1	2	3	4	5
(4) Penuganchiprolu (Contd....)				
382/1B	(Crossing Land)	00	00	10
389		00	01	65
390/3		00	45	65
396/1		00	05	80
396/2A		00	25	00
396/2B	(Crossing Land)	00	00	85
397/3B	(Crossing Land)	00	08	50
397/5		00	44	70
397/7A		00	37	85
397/8A		00	00	10
397/9A1		00	01	55
397/9A2		00	05	45
498/1B	(Crossing Land)	00	05	75
498/4B		00	35	95
498/5B		00	32	60
498/6A		00	15	20
498/6C		00	24	15
503		00	02	15
505		00	61	10
506/2		00	13	90
506/3A		00	59	15
508	(Crossing Land)	00	04	05
521		00	52	40
528/A/1A	(Crossing Land)	00	01	70
528/A/1B		00	29	70
528/B/1		00	42	80
529/1	(Crossing Land)	00	06	10
558/1	(Crossing Land)	00	00	55
558/2		00	08	40
559/1B		00	40	60
560/1A		00	23	85
560/1B		00	02	70
560/1C		00	06	35
563/1		00	22	55
563/2		00	12	65
566/1		00	10	50
566/2		00	09	05
566/3		00	09	10
566/4A		00	07	00
566/4B		00	15	95
567/1A		00	14	95
567/1B		00	00	60
571	(Crossing Land)	00	05	65
572/1A		00	07	90

1	2	3	4	5
(4) Penuganchiprolu (Contd....)				
	572/1B	00	00	35
	572/2	00	53	95
	573	00	07	10
	629/1	00	18	05
	629/4	00	19	80
	630	00	93	15
	632 (Crossing Land)	00	04	20
	643/1A	00	13	85
	643/1B	00	14	70
	643/5A	00	18	05
	643/5B	00	16	95
	643/5C	00	12	85
	644/2	00	04	65
	644/3	00	31	80
	644/4	00	17	35
	644/6	00	15	70
	645/1B	00	09	65
	645/1C	00	31	65
	645/3B	00	25	70
	649/1B	00	06	25
	649/2B (Crossing Land)	00	00	10
	649/2C (Government Land)	00	79	10
	650/1B (Government Land)	00	09	00
	650/5B3	00	09	25
	653	00	02	10
	663	00	05	65
	664	00	47	95
	665 (Crossing Land)	00	93	35
	726 (Government Land)	00	01	15
	727/1	00	11	40
	728 (Crossing Land)	00	10	25
	729/1	00	33	25
	729/2	00	19	55
	729/3	00	00	70
	729/5	00	02	40
	734 (Government Land)	00	05	85
	735	00	10	65
	735/1 (Government Land)	00	01	25
	735/2C	00	01	65
	735/2D	00	06	10
	735/3A	00	02	90
	735/3B	00	00	75
	735/3D	00	00	50
	735/3E	00	11	75

1	2	3	4	5
4) Penuganchiprolu (Contd....)	735/3F	00	20	05
	735/3G	00	14	10
	735/3H	00	18	35
	735/4A	00	02	35
	735/5D	00	00	10
	738/1A	00	21	05
	738/1B	00	01	30
	738/2 (Government Land)	00	07	30
	738/3	00	04	20
	739/1F	00	01	55
	739/1G	00	12	75
	741/1 (Government Land)	00	12	35

Mandal : Vatsaval	District : Krishna	State : Andhra Pradesh		
1) Bhimavaram	100 (Crossing Land)	00	03	55
	106/1A (Crossing Land)	00	01	95
	106/1B/1A	00	25	50
	106/1B/1B	00	25	10
	106/2	00	55	65
	107/2	00	11	50
	108/1	00	45	35
	108/2	00	00	55
	109 (Crossing Land)	00	07	90
	122/2	00	01	55
	45/2 (Crossing Land)	00	00	35
	45/3A	00	19	25
	45/4A	00	11	85
	45/4C	00	11	05
	45/4D	00	11	10
	45/5	00	12	50
	45/6B	00	11	60
	46/2 (Crossing Land)	00	06	15
	46/3 (Crossing Land)	00	03	55
	47/1B	00	11	10
	47/1C	00	13	45
	47/1D	00	13	70
	54 (Crossing Land)	00	04	55
	55/1B	00	75	35
	55/1C	00	07	45
	58/2	00	21	65
	58/3B	00	04	00
	58/3C	00	01	85
	58/3E	00	22	45
	59/2	00	28	00

1	2	3	4	5
1) Bhimavaram (Contd....)	59/3	00	19	80
	67 (Crossing Land)	00	07	70
	74/2A	00	09	20
	75/1A	00	09	80
	75/1B (Crossing Land)	00	18	55
	75/2A	00	09	15
	75/2C	00	09	80
	75/3B	00	00	10
	76/1A	00	36	35
	77/3	00	10	65
	77/4	00	24	75
	78/1C	00	15	75
	78/1D	00	35	55
	95/2 (Crossing Land)	00	01	85
	95/3	00	24	30
	96	00	46	00
	98/1A	00	07	10
	98/1B (Crossing Land)	00	01	60
	98/1C	00	34	65
	98/2	00	84	30
2) Dechupalem	100 (Crossing Land)	00	04	10
	101/1	00	41	60
	104 (Crossing Land)	00	07	70
	106	00	17	75
	107/1	00	00	20
	107/2	00	71	05
	109/3 (Government Land)	00	08	00
	15 (Government Land)	00	06	00
	16/1	00	36	85
	16/2A	00	05	60
	16/2B	00	36	30
	17/1	00	39	35
	17/2 (Crossing Land)	00	06	95
	17/3	00	92	85
	18	00	35	75
	33/3A	00	00	10
	34	00	23	35
	35/1	00	31	20
	35/2	00	23	50
	37/1D	00	09	60
	38/2	00	79	15
	39/2	00	83	40

1	2	3	4	5
(3) Gopinenipalem (Contd....)	67/4	00	16	35
	67/5	00	42	45
	70 (Crossing Land)	00	05	10
	71/2	00	48	70
	71/3	00	37	05
	72/2	00	25	05
	72/3 (Crossing Land)	00	01	45
	74 (Crossing Land)	00	02	50
	75/2	00	19	80
(4) Malkepeta	109 (Crossing Land)	00	08	00
	110/1	00	42	70
	110/2	00	00	70
	111/1A	00	58	30
	111/1B	00	04	55
	111/2	00	00	40
	111/3B	00	01	05
	112/2	00	15	15
	112/3	00	14	40
	113/1	00	00	65
	113/2	00	14	15
	113/3	00	15	40
	114 (Crossing Land)	00	04	35
	117/2	00	12	05
	117/3	00	16	30
	118	00	01	30
	119	00	98	90
	120/1	00	17	95
	120/2 (Crossing Land)	00	09	45
	120/3	00	00	10
	91 (Crossing Land)	00	28	40
	92	00	21	55
	93/1	00	49	15
	93/2	00	02	90
	96	00	33	30
	97/A	00	19	05
	97/B	00	41	15
(5) Mangolu	111/5A	00	23	10
	111/6A	00	38	80
	113	00	50	80
	115/1 (Government Land)	00	51	00
	76	00	34	50
	77/2	00	28	05
	78	00	00	10

1	2	3	4	5
5) Mangoli (Contd....)	79	00	39	30
	80/1	00	19	30
	80/2	00	18	05
	80/3	00	11	15
	81/1	00	05	90
	81/2	00	12	20
	81/3	00	22	20
	84/2A	00	50	10
	99 (Crossing Land)	00	03	95
6) Virabhadrapuram	10	01	32	05
	3	00	27	35
	32	00	38	40
	33/1	00	12	05
	34	00	13	60
	35/1	00	16	25
	38 (Crossing Land)	00	08	05
	39	00	18	25
	4/1	00	27	90
	4/2	00	03	90
	40 (Crossing Land)	00	06	55
	41	00	27	55
	5 (Crossing Land)	00	09	10
	53 (Crossing Land)	00	02	90
	6	00	15	45
Mandal : Kodad	District : Nalgonda		State : Andhra Pradesh	
(1) Ananthagiri	1014	00	01	65
	1027 (Government Land)	01	32	40
	747	00	63	30
	923	00	38	25
	925	00	56	45
	927	00	59	60
	954	00	20	55
	955	00	00	10
	959	00	05	50
	960	00	29	30
	961	00	01	75
	975	00	02	80
	976	00	08	20
	977	00	25	65
	979	00	09	95
	985	00	35	75
	986	00	30	10
	989	00	22	10

1	2	3	4	5
1) Ananthagiri (Contd....)	990	00	03	75
	In Between 961 & 954 Land)	(Crossing	00	06
				75
2) Chimiriyal	100	00	12	25
	101	00	04	85
	104	00	41	90
	107	00	77	50
	109/1	00	23	60
	116/1	00	77	50
	117/1	00	26	75
	117/2	00	45	90
	118	00	97	70
	151/2	00	24	30
	152/2 (Government Land)	00	38	05
	153	00	71	40
	154	00	22	35
	158	00	90	55
	159	00	05	25
	161	00	30	65
	168	00	87	90
	73	00	00	30
	74	00	70	25
	75	00	61	50
	76	00	39	10
	77	00	79	25
	81	00	37	55
	87	00	61	60
	88 (Crossing Land)	00	05	95
	88/1	00	17	20
	88/2	00	37	20
	89	00	34	50
	90	00	47	50
	98	00	63	95
	99	00	28	90
	Between Vill.Bound & 168 (Crossing Land)	00	62	95
	In Between 109/1 & 107 (Crossing Land)	00	08	05
	In Between 117/2 & 117/1 (Crossing Land)	00	10	30
	In Between 90 & 89 (Crossing Land)	00	12	15
3) Gandriyal	342	00	91	90
4) Khanapur	37	00	17	25
	38	00	52	60
	43	00	20	30

1	2	3	4	5
4) Khensupur (Contd....)				
	44	00	21	45
	46	00	35	45
	50	01	88	55
	57	00	55	00
	62	00	56	70
	63	00	46	65
	65	00	20	75
	75 (Crossing Land)	00	04	85
	76	00	05	40
	77	00	08	00
	78	00	19	05
	79	00	14	00
	80	00	37	90
	90	00	63	00
	91	00	04	75
	In Between 63 & 65 (Crossing Land)	00	02	95
	In Between 90 & Vill.Bound (Crossing Land)	00	05	00
3) KommarBanda				
	129	00	64	05
	130	00	23	90
	131	00	05	45
	132	00	27	05
	132/1	00	12	90
	142/1	00	18	00
	142/2	00	15	85
	143	00	07	70
	144 (Crossing Land)	00	06	10
	146	00	01	20
	146/2	00	50	00
	147	00	00	75
	147/2	00	02	25
	148	00	14	90
	148/2 (Government Land)	00	03	20
	149 (Government Land)	00	08	85
	In between 146 & 147 (Crossing Land)	00	03	00
6) Tammar Banda Palen				
	11	00	59	35
	13	00	87	75
	14	00	92	60
	19	00	03	10
	22	00	00	10
	23	00	42	30
	24	00	37	85
	25	00	12	55

1	2	3	4	5
6) Tammar Benda Palam (Contd....)				
26	00	55	60	
32	00	16	55	
33	00	42	40	
41	00	85	10	
42	00	37	05	
43	00	63	15	
44	00	09	10	
45	00	69	10	
46	00	04	35	
78	00	68	95	
79	00	61	90	
81	00	43	80	
82	00	27	55	
85	00	95	90	
87	00	29	85	
88	00	67	10	
9	00	01	80	
91	00	56	50	
Between 9 & 11 (Crossing Land)	00	08	90	
Between Vill.Bound & 91 (Crossing Land)	00	03	80	
In between 88 & 87 (Crossing Land)	00	08	85	

Mandal : Nadigudem	District : Nalgonda		State : Andhra Pradesh	
1) Nadigudem				
273	00	67	00	
277	00	30	55	
278	00	35	65	
279	00	38	30	
280	00	39	85	
287	00	23	15	
288 (Crossing Land)	00	07	75	
290	00	50	75	
292 (Crossing Land)	00	00	35	
293 (Crossing Land)	00	08	50	
294	00	42	05	
306	00	17	65	
307	00	23	10	
308	00	25	70	
310	00	29	60	
312	00	07	65	
2) Ramapuram	108 (Government Land)	00	54	90
	111	00	84	15
	119	00	35	70

	2	3	4	5
2) Ramapuram (Contd...)				
	120	00	84	40
	121	00	15	35
	41 (Government Land)	00	33	30
	42 (Government Land)	00	39	50
	43 (Government Land)	00	38	20
	44 (Crossing Land)	00	08	60
	59 (Crossing Land)	00	01	25
	60 (Crossing Land)	00	03	10
	61	00	38	75
	62	00	39	40
	63	00	62	15
	64 (Government Land)	00	53	40
	65	00	21	30
	66	00	38	35
	In between Sy. No.119&121 (Crossing Land)	00	02	85
3) Singavaram				
	128	00	59	90
	129	00	15	05
	130	00	35	70
	132	00	00	10
	133	00	43	10
	134	00	45	55
	135 (Government Land)	00	04	05
	136 (Government Land)	00	02	10
	144	00	29	85
	145	00	34	90
	147	01	30	00
	148 (Government Land)	00	00	70
	149 (Government Land)	00	08	90
	282	01	14	20
	283	00	21	40
	284	00	30	00
	285	00	35	65
	286 (Crossing Land)	00	13	35
	307	00	79	50
	308	00	27	30
4) Telibelli				
	49	00	57	20
	53	00	13	30
	54	00	45	15
	55	00	76	50
	62	00	36	00
	63	00	40	90
	64	00	55	80
	65	00	87	00

1	2	3	4	5
4) Tellabali (Contd....)	66	00	45	85
	82	00	28	85
	83	00	66	05
	84 (Government Land)	00	04	40
	91	00	47	20
	92 (Crossing Land)	00	61	70
	95	00	96	05
(5) Yakhaleskunpetz	28	00	26	20
	29	00	00	25
	34	00	36	25
	35 (Crossing Land)	00	04	55
	36	00	35	60
	38	01	00	50
	40	00	40	45
	43	01	25	80
	48 (Crossing Land)	00	05	15
	49 (Government Land)	00	47	00
	51 (Crossing Land)	00	10	00
	52	00	10	15
	60/3	00	04	90
	84	00	02	00
	74	00	13	85
	75	00	43	80
	76	00	36	05
	76/2 (Crossing Land)	00	02	15

[No. L-14014/17/2003-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 16 जून, 2003

का. आ. 1758.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाइंस इन्डस्ट्रीज लिमिटेड जो मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी है, के गोवा के उत्तरी/दक्षिणी अपतट के खोज ब्लॉकों से तथा आन्ध्रप्रदेश राज्य में संरचनाओं से आन्ध्रप्रदेश राज्य के परिवहनी गोदावरी ज़िले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिससे उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री पी.वी. रमण, सक्षम प्राधिकारी, जी.टी.आई.सी.एल. पाइपलाइन परियोजना, 3-20-7/1, राम मोहन राजा नगर, काकीनाडा 533003, ईस्ट गोदावरी ज़िला, आन्ध्रप्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल :	भिमडोलु	ज़िल्हा :	पश्चिमगोदावरि	राज्य :	आन्ध्र प्रदेश
गाँव का नाम	सर्वे सं. सब डिविजन सं.	एरिया			
		हेक्टर	एर	सि एर	5
1	2	3	4		5
1) अम्बागंपटा	201 (कासिंग ल्यान्ड)	00	06	27	
	203 / 2	00	08	72	
	202	00	47	80	
	156/1 4	00	36	39	
	165 / 1	00	27	63	
	165 / 2	00	10	13	
	166 / 4	00	12	49	
	204 / 8	00	22	60	
	166 / 5	00	08	54	
	204 / 3	00	03	31	
	166 / 7	00	07	39	
	166 / 6	00	11	74	
	172 / 2	00	09	46	
	166 / 3	00	04	68	
	167 / 1	00	04	68	
	203 / 1	00	11	06	
	156 / 13	00	19	89	
	167/ 3	00	14	74	
	167 / 6	00	11	46	
	169 / 1	00	19	84	
	204 / 4	00	02	74	
	171 / 2	00	13	91	
	170	00	14	37	
	169 / 2	00	15	08	
	172 / 1	00	15	41	
	176 / 2 सी	00	00	33	
	174 / 1 ए	00	22	09	
	173 / 1	00	00	13	
	173 / 4	00	32	81	
	174 / 1 ए	00	01	10	
	175 / 1	00	24	16	
	204 / 2	00	19	60	
	204 / 1	00	42	80	
2) भिमडोलु	624 (कासिंग ल्यान्ड)	00	07	54	
	638	00	13	84	
	625	00	14	27	
	777 / 2 ए	00	12	86	
	626/3	00	16	43	

	2	3	4	5
2) भिमडोलु (नियंता)	773	00	20	63
	775 (कार्पिंग ल्यान्ड)	00	01	86
	777/1	00	00	10
	776/2	00	01	91
	751	00	15	73
	748/1 (गवर्नमेन्ट ल्यान्ड)	00	04	22
	630/1	00	00	10
	749 / 1 ए	00	02	24
	628/2	00	05	59
	610	00	06	86
	639/2	00	00	74
	628/1	00	21	47
	641/2	00	32	18
	641/1	00	01	15
	639/1	00	15	62
	681	00	18	14
	645/2	00	12	99
	626/2	00	13	09
	645/1	00	10	84
	750 / 3	00	00	31
	774	00	05	64
	682	00	06	05
	763/2	00	12	35
	762	00	27	41
	761/2	00	17	74
	761/1	00	02	84
	608 (कार्पिंग ल्यान्ड)	00	04	70
	752 / 1 ए	00	18	33
	630/5 (कार्पिंग ल्यान्ड)	00	00	10
	750/2	00	22	71
	680	00	26	58
	743 / 1 ए, 743 / 1 वी, 743 / 1 सी, 743/2	00	13	87
	778	00	30	55
	738 (कार्पिंग ल्यान्ड)	00	01	67
	779 (कार्पिंग ल्यान्ड)	00	02	88
	663 (गवर्नमेन्ट ल्यान्ड)	00	04	26
	746/1 (गवर्नमेन्ट ल्यान्ड)	00	01	74
	609	00	21	93
	777 / 2 वी	00	21	57
	752 / 1 वी	00	01	47
	627/2	00	09	28
	748/2	00	14	01
	627/1	00	05	63

1	2	3	4	5
2) ਭਿਮਡੌਲੁ (ਨਿਰਤਰ)	657	00	42	48
	776/1	00	23	28
	772	00	01	54
	765	00	40	06
	746 / 2 ਬੀ2	00	02	92
	747/1,747/ 2 ਏ	00	11	47
	766	00	10	17
	679/1	00	26	11
	763/1	00	00	10
	683	00	28	75
	661/1	00	14	68
	661/2	00	31	06
	658/2	00	01	07
	659/1	00	14	27
	659/2	00	00	10
	678	00	07	23
	644	00	04	42
	646	00	34	44
3) ਗੁਣਦੁਆਲਾਨੁ	165 / 1	00	09	86
	266	00	23	43
	640 / 3	00	03	81
	267	00	19	81
	269 / 2	00	11	53
	643 / 2	00	14	90
	313 / 1	00	03	23
	268	00	21	48
	313 / 3	00	40	62
	638 / 2	00	24	04
	313 / 4	00	01	32
	312 / 2	00	15	17
	167 / 2 ਬੀ	00	13	07
	167 / 3	00	20	43
	168 / 3	00	03	35
	640 / 2	00	55	94
	277	00	18	38
	165 / 2	00	11	62
	145	00	00	57
	642	00	25	61
	607 / 2 ਏ.	00	28	19
	172	00	13	59
	276	00	09	71
	590 / 1 ਬੀ	00	21	10
	646 / 1 ਏ	00	23	30

1	2	3	4	5
3) गुन्डगोलनु (निरंतर)	608 / 2	00	05	53
	608 / 1	00	18	91
	606	00	08	79
	615	00	19	08
	602	00	18	53
	614	00	35	76
	638 / 1 ए	00	03	64
	626	00	04	09
	640 / 1 झी	00	01	58
	607 / 2 वी	00	19	20
	601	00	18	36
	591	00	00	10
	638 / 1 वी	00	29	49
	638 / 3 ए	00	05	66
	639 / 2 वी	00	16	99
	607 / 1	00	00	91
	646 / 1 वी	00	23	58
	646 / 1 सी	00	20	03
	646 / 2 ए	00	08	22
	646 / 2 वी	00	00	30
	613	00	32	74
	643 / 1	00	09	57
	165 / 3	00	26	64
	474	00	23	50
	498 / 2	00	02	02
	499	00	03	20
	500 / 1 वी	00	12	29
	500 / 2 वी	00	03	21
	500 / 1 ए	00	01	17
	174	00	41	32
	502	00	01	56
	300	00	38	65
	270 / 2	00	04	36
	314 / 1	00	03	67
	314 / 2	00	02	25
	270 / 1	00	23	06
	498 / 1 (कासिंग ल्यान्ड)	00	08	29
	313 / 2 (कासिंग ल्यान्ड)	00	07	57
	521 (कासिंग ल्यान्ड)	00	02	89
	509 (कासिंग ल्यान्ड)	00	02	52
	167 / 1 वी	00	10	53
	173 / 1, 173 / 2 (कासिंग ल्यान्ड)	00	09	67
	306	00	15	41

1	2	3	4	5
3) गुरुगोलनु (निरंतर)	275 / 2 (कासिंग ल्यान्ड)	00	13	72
	304 / 1 वी	00	13	43
	275 / 3 (कासिंग ल्यान्ड)	00	05	09
	637 (कासिंग ल्यान्ड)	00	09	08
	612 (कासिंग ल्यान्ड)	00	03	58
	603 (कासिंग ल्यान्ड)	00	03	06
	500 / 2 ए	00	14	44
	305	00	38	67
	265	00	01	83
	301	00	32	39
	304 / 1 ए	00	19	44
	522	00	02	36
	166 / 1	00	01	57
	519	00	16	94
	144	00	36	65
	142	00	29	68
	141	00	10	78
	505	00	36	52
	501	00	41	56
	517	00	00	15
	520	00	33	04
	590 / 2	00	21	77
	590 / 1 ए	00	00	10
	589	00	29	83
	508	00	00	70
4) पुल्ला	685 / 3	00	00	10
	590 / 2	00	09	92
	576 / 1	00	23	97
	592	00	28	69
	590 / 4	00	09	10
	798	00	16	34
	797 / 2	00	23	75
	797 / 1	00	23	51
	660 / 1	00	11	70
	576 / 2	00	11	23
	654 / 1	00	16	76
	223 / 4 ए	00	11	98
	322 / 2	00	15	17
	206 / 4	00	17	66
	309 / 2	00	59	55
	256	00	23	47
	255 / 1 ए	00	13	25
	654 / 2	00	04	76

	1	2	3	4	5
4) पुल्ला (निरंतर)					
	255 / 2		00	20	40
	655 / 1 ए, 655 / 1 वी		00	24	90
	685 / 6		00	07	35
	260 / 1		00	00	25
	255 / 1 वी		00	36	92
	257		00	44	91
	276		00	07	09
	277 / 3		00	09	19
	277 / 1 वी		00	01	98
	278 / 2		00	11	36
	305		00	06	01
	223 / 3		00	09	17
	309 / 1		00	03	06
	571 / 3		00	12	86
	571 / 2		00	05	98
	686 / 3		00	07	86
	571 / 1		00	11	72
	686 / 4		00	03	94
	651 / 1		00	19	65
	303		00	25	18
	577		00	25	54
	278 / 1 वी		00	03	22
	652 / 1		00	23	28
	223 / 1 वी		00	08	38
	257		00	42	86
	310		00	30	46
	308 / 1		00	08	60
	585 / 1		00	42	81
	660 / 3		00	20	70
	655 / 2		00	06	05
	277 / 2		00	25	97
	651 / 2 ए, 651 / 2 वी		00	34	11
	649		00	00	67
	572		00	29	16
	677		00	14	60
	330 / 1		00	01	52
	279 (कासिंग ल्यान्ड)		00	04	63
	232 (कासिंग ल्यान्ड)		00	05	23
	211 (कासिंग ल्यान्ड)		00	05	64
	597 / 1 (कासिंग ल्यान्ड)		00	05	70
	602 (कासिंग ल्यान्ड)		00	06	81
	607 (कासिंग ल्यान्ड)		00	01	11
	601 (कासिंग ल्यान्ड)		00	00	81

1	2	3	4	5
4) पुल्ला (निरंतर)	223 / 2 (कासिंग ल्यान्ड)	00	08	43
	660 / 2	00	12	15
	322 / 1	00	00	26
	321 / 2	00	05	96
	306 (कासिंग ल्यान्ड)	00	00	56
	330 / 2	00	21	39
	597 / 2	00	15	96
	329	00	00	10
	655 / 3 ए, 655 / 3 बी	00	21	66
	590 / 3	00	07	08
	657 / 2 ए, 657 / 2 बी, 657 / 2	00	37	98
	डी, 657 / 2 डे			
	590 / 1	00	09	49
	223 / 1 ए	00	08	83
	598	00	01	97
	686 / 1	00	02	51
	800 / 1 ए, 800 / 1 बी	00	02	70
	608 / 3	00	00	58
	799 / 1	00	22	35
	331 / 1, 331/2	00	37	62
	321 / 1	00	21	66
	225 / 1	00	08	31
	603 / 2	00	00	35
	334 (कासिंग ल्यान्ड)	00	08	62
	207 / 1	00	16	08
	225 / 2 बी	00	21	19
	225 / 2 ए	00	15	43
	686 / 5	00	01	68
	224 / 1 डी	00	09	19
	224 / 1 बी	00	21	82
	224 / 1 ए	00	00	82
	224 / 1 सी	00	01	91
	260 / 3 बी	00	02	17
	323	00	53	30
	313	00	01	51
	685 / 4	00	01	14
	659 (कासिंग ल्यान्ड)	00	03	03
	687 / 1	00	02	32
	657 / 1	00	13	49
	304 (कासिंग ल्यान्ड)	00	01	27
	684 (कासिंग ल्यान्ड)	00	05	68
	652 / 2	00	01	27
	685/7	00	09	85
	685 / 5	00	02	99

1	2	3	4	5
4) पुल्ला (निरंतर)	648 / 5 648 / 6 686 / 2	00 00 00	00 04 25	44 64 53
5) मुरप्पांगडेम	379 / 1 ए, 379 / 2 वी (कासिंग ल्यान्ड) 378/2 380 (कासिंग ल्यान्ड)	00 00 00	05 00 06	59 23 05
मंडलः डेन्कूलुरु	जिल्हा : पश्चिमगोदावरि		राज्य : आनंदा प्रदेश	
1) चल्लपल्लि	133 / 1 जी 133/ 5 133 / 1 हेच 127 / 1 ए 1 136 / 1 136 / 2 134 / 1 128 (कासिंग ल्यान्ड) 143 (गवर्नमेन्ट ल्यान्ड)	00 00 00 00 00 00 00 00 00	01 00 37 98 29 00 67 10 00	36 99 04 90 68 20 59 31 87
2) देन्कूलुरु	394 / 2 वी 419 / 4 सी 436 / 1 ए 436 / 1 वी 443 388 / 1 डी 444 / 2 329 / 1 395 / 1 329 / 2 329 / 3 394 / 2 सी 390 / 2 444 / 3 310 / 1 सी 388 / 1 सी 419 / 5 वी 522 / 2 328 395 / 3 276 / 1 329 / 4 395 / 4 393 (गवर्नमेन्ट ल्यान्ड) 276 / 2 388 / 2	00 00	00 12 04 18 21 09 00 48 15 19 07 20 07 18 02 03 11 07 13 06 36 00 06 04 00 02	10 78 61 04 25 25 29 18 90 78 58 46 13 89 57 25 80 71 75 30 31 80 25 97 38 15

1	2	3	4	5
2) देहुलु (निरंतर)	389 / 1 झी	00	03	90
	389 / 2	00	23	26
	383 / 1	00	11	47
	388 / 1 वी	00	06	29
	389 / 1 सी	00	00	35
	388 / 1 ए	00	08	12
	419 / 5 ए	00	15	76
	278 / 2	01	08	31
	278 / 1	00	06	49
	311 / 4	00	50	92
	310 / 1 ए	00	05	61
	310 / 2 ए	00	15	13
	310 / 2 सी	00	00	92
	381 / 1 ए	00	24	53
	456	00	02	78
	418 / 2 ए	00	01	09
	381 / 1 वी	00	01	47
	518 / 1	00	35	91
	269 / 2 वी	00	19	50
	262 / 6	00	22	22
	519 / 1 ए	00	14	48
	564	00	30	97
	519 / 1 सी	00	13	09
	543 / 2	00	02	90
	518 / 2	00	00	15
	543 / 3	00	26	88
	518 / 4	00	17	41
	517	00	20	83
	545	00	20	27
	312 / 2 ए	00	00	27
	262 / 4	00	08	93
	427 / 1	00	08	28
	520 / 4	00	10	13
	269 / 3	00	00	36
	553 / 1	00	06	24
	553 / 2	00	00	10
	419 / 4 वी	00	07	53
	419 / 6	00	36	21
	424 / 2	00	26	45
	543 / 1 सी	00	00	10
	425	00	20	83
	269 / 2 सी	00	00	70
	556 / 2	00	19	03

1	2	3	4	5
2) देंडुलुरु (निरंतर)	519 / 1 वी	00	23	77
	560 / 1	00	00	10
	542 / 2	00	17	34
	544 / 1	00	24	94
	544 / 2	00	00	82
	424 / 1	00	08	39
	312 / 1 वी (कासिंग ल्यान्ड)	00	01	15
	269 / 2 ए	00	06	91
	546 (कासिंग ल्यान्ड)	00	20	99
	522 / 1 (कासिंग ल्यान्ड)	00	13	93
	442 (कासिंग ल्यान्ड)	00	21	19
	325 / 3 (कासिंग ल्यान्ड)	00	16	81
	435 (कासिंग ल्यान्ड)	00	12	98
	275 (कासिंग ल्यान्ड)	00	12	13
	277 / 2	00	12	53
	311 / 1 ए (कासिंग ल्यान्ड)	00	04	00
	382 (कासिंग ल्यान्ड)	00	05	01
	566 (कासिंग ल्यान्ड)	00	15	03
	565 (कासिंग ल्यान्ड)	00	39	75
	385 / 1 (गवर्नमेन्ट ल्यान्ड)	00	00	21
	571 / 2 डी (गवर्नमेन्ट ल्यान्ड)	00	02	01
	310 / 1 वी (कासिंग ल्यान्ड)	00	22	30
	311 / 2 वी	00	25	63
	330	00	68	81
	268 / 2 वी	00	15	58
	395 / 2	00	12	02
	562 / 2	00	09	98
	312 / 1 ए / 2	00	47	43
	332 / 1 (कासिंग ल्यान्ड)	00	02	18
	311 / 1 वी	00	35	35
	269 / 1	00	31	18
	570 / 1	00	51	74
	570 / 2	00	18	04
	571 / 2 ए	00	08	96
	571 / 3	00	00	10
	572 / 1	00	02	46
	418 / 2 सी	00	26	94
	562 / 1	00	29	02
	370 / 2	00	01	95
	561 / 1	00	06	59
	561 / 2	00	13	28
	554	00	29	75
	370 / 1 वी	00	04	82

1	2	3	4	5
2) देंडुलुए (निरंतर)	418 / 2 वी	00	10	21
	261	00	17	00
	260	00	26	16
	391	00	11	08
	432	00	10	58
	557 / 1	00	15	63
	426 / 2	00	05	24
	390 / 1	00	12	67
	270 / 1	00	31	01
	262 / 5	00	33	05
	370 / 1 ए	00	05	39
	436 / 2	00	00	28
	434 / 1	00	09	00
	433 / 2	00	19	87
	433 / 1	00	19	84
	310 / 2 बी	00	30	31
	385 / 2	00	37	32
	431	00	07	36
	384	00	12	51
	557 / 3	00	00	58
	556 / 1	00	01	15
	557 / 2	00	28	03
	387	00	16	23
	427 / 2	00	07	37
3) कोमिरेप्पलि	61 / 1 बी	00	00	62
	61 / 2 बी	00	14	64
	85 / 3	00	03	45
	85 / 2	00	07	07
	85 / 1	00	04	73
	2/5	00	14	98
	60 / 4	00	00	10
	87 / 3 ए	00	00	74
	60 / 2	00	30	68
	85 / 4	00	00	29
	60 / 1	00	26	51
	88 / 1 ए	00	00	10
	59 / 3	00	11	60
	57 / 1,57/2,57/3	00	42	28
	58 / 3	00	05	16
	49 / 2	00	33	21
	49 / 1	00	01	97
	48	00	38	49
	87 / 1	00	12	22

1	2	3	4	5
6) सिंगवरम (निरंतर)	100 / 2 (कार्सिंग ल्यान्ड)	00	21	22
	104 / 2 (गवर्नमेन्ट ल्यान्ड)	00	09	94
	84	00	01	79
	105 / 2	00	06	76
	99 / 1	00	05	23
	102 / 3	00	03	52
	104 / 3	00	41	84
	103 / 3	00	16	43
	98	00	17	38
	103 / 2	00	07	44
	86 / 2	00	56	64
	86 / 3 श्री	00	00	36
	104 / 1	00	49	65
	97	00	13	44
	105 / 1	00	01	46
	105 / 3	00	01	08
	102 / 4	00	12	57
7) उम्मुडेम	316 / 4	00	06	88
	316 / 5	00	06	94
	321 / 3	00	07	26
	329 / 3	00	03	49
	321 / 1	00	08	31
	322 / 5	00	19	18
	328 / 1	00	34	29
	321 / 4	00	00	26
	316 / 1 (गवर्नमेन्ट ल्यान्ड)	00	01	95
	317 / 4	00	07	72
	317 / 8	00	07	02
	319 / 1	00	07	32
	319 / 2	00	15	90
	322 / 3	00	00	10
	327 (गवर्नमेन्ट ल्यान्ड)	00	11	31
	329 / 1	00	00	11
	325 / 5	00	24	77
	317 / 3	00	07	79
	322 / 4	00	01	69
	320 / 2	00	26	09
	319 / 4	00	08	55
	319 / 3	00	07	97
	332 (गवर्नमेन्ट ल्यान्ड)	00	01	02
8) वेगावराम	46 / 1	00	24	94
	55 / 5	00	04	98
	47	00	10	22

	2	3	4	5
8) वेगावराम (निरंतर)	61 / 2	00	14	85
	59 / 1	00	02	56
	59 / 2	00	02	84
	25 / 3	00	17	77
	61 / 1	00	06	94
	65 / 8	00	56	92
	66 (कासिंग ल्यान्ड)	00	10*	97
	48	00	07	89
	55 / 6	00	01	27
	65 / 7	00	17	82
	55 / 4	00	05	36
	63 / 2	00	02	51
	65 / 6	00	25	10
	56 / 3	00	04	05
	65 / 1	00	43	52
	23 / 2	00	01	89
	25 / 1	00	39	21
	60 / 1	00	13	00
	56 / 1	00	15	54
	55 / 7	00	00	46
	57 / 1	00	07	77
	60 / 2	00	27	17
	55 / 3	00	00	33
	24 / 3	00	10	32
	24 / 1	00	09	06
	55 / 2	00	05	04
	65 / 4	00	00	81
	65 / 3	00	08	68
	57 / 2	00	07	33
	63 / 1 (गवर्नमेंट ल्यान्ड)	00	01	68
	60 / 3	00	03	29
	25 / 2	00	17	98
	17	00	01	60
	52 / 3	00	00	10
	55 / 1	00	06	81
	52 / 4	00	19	61
	54 / 2	00	05	50
	54 / 1	00	17	31
	24 / 2	00	11	19
	55 / 8	00	14	58
	65 / 2	00	13	03

मंडलः उंगूटूरु

जिल्हा : पश्चिमगोदावरि

सर्ज्यः आंध्रा प्रदेश

1) बादामपुडि

93 / 1 सी

00

09

69

1	2	3	4	5
1) अस्कम्पुडि (मिस्टर)	87 / 2 ए	00	38	44
	90 / 4	00	17	60
	323 / 2 (कार्पिंग ल्यान्ड)	00	02	20
	93 / 2	00	05	67
	323 / 1	00	02	09
	324 (कार्पिंग ल्यान्ड)	00	30	50
	258 / 4 (कार्पिंग ल्यान्ड)	00	01	81
	260 (कार्पिंग ल्यान्ड)	00	06	36
	86	00	20	45
	87// 2 बी	00	08	71
	87/ 2 ए	00	11	26
	90 / 3	00	00	94
	221 / 1	00	16	97
	199 (कार्पिंग ल्यान्ड)	00	11	41
	85 (कार्पिंग ल्यान्ड)	00	01	43
	283 / 2	00	12	54
	224 / 2	00	09	01
	225 / 2	00	11	74
	223 / 2	00	35	45
	222 / 2	00	02	56
	93 / 1 बी	00	11	96
	224 / 3	00	00	10
	92 / 1	00	30	39
	201 / 3	00	20	36
	243	00	36	32
	270 / 2 बी	00	05	85
	242 / 2 बी	00	01	18
	323 / 3	00	54	54
	230 / 2	00	14	42
	322 / 1	00	17	58
	210 / 1	00	07	34
	283 / 3	00	20	60
	282	00	15	93
	276 / 1	00	07	73
	269 / 2	00	10	92
	279 / 2	00	22	11
	278	00	11	38
	270 / 1	00	22	69
	270 / 2 ए	00	01	32
	270 / 3	00	15	49
	272 / 3	00	00	10
	272 / 1	00	04	90
	258 / 6	00	15	31

1	2	3	4	5
3) चेन्नौलु (निरंतर)	322 / 4	00	02	71
	324 / 3	00	01	43
	416 (गवर्नमेन्ट ल्यान्ड)	00	09	37
	319 / 2	00	00	10
	324 / 6	00	04	47
	434 (कार्पिंग ल्यान्ड)	00	03	45
	429 (कार्पिंग ल्यान्ड)	00	00	10
	321 / 2 (कार्पिंग ल्यान्ड)	00	00	79
	325 / 1 (कार्पिंग ल्यान्ड)	00	01	10
	497 / 1 ए 9	00	07	18
	415 / 2 (कार्पिंग ल्यान्ड)	00	10	13
	489 / 2	00	00	10
	399 / 1 वी	00	30	53
	387	00	40	97
	324 / 1	00	03	98
	377	00	23	63
	324 / 4	00	00	10
	390	00	20	02
	324 / 5	00	00	15
	398 / 5	00	10	29
	485 / 2	00	14	44
	324 / 2	00	07	22
	284 / 2	00	00	10
	318 / 1 वी	00	27	17
	318 / 2	00	08	36
	485 / 1	00	29	61
	497 / 1 वी	00	01	75
	430 / 2 (कार्पिंग ल्यान्ड)	00	05	88
	397 / 2 वी	00	29	30
	319 / 1	00	46	17
	324 / 18	00	03	97
	484 / 3	00	18	87
	484 / 1	00	00	10
	415 / 1	00	43	22
	433	00	33	16
	430 / 1	00	05	88
	497 / 1 ए 10	00	40	80
	388	00	36	55
	485 / 3	00	10	36
	376 / 1	00	08	43
	417	00	49	52
	425 / 7	00	02	52
	425 / 3	00	00	11

1	2	3	4	5
3) चेकोलु (निरंतर)	485 / 4 425 / 1 425 / 2 389 415 / 3 399 / 1 ए 497 / 1 ए 7 398 / 4 398 / 2 324 / 7 485 / 7 324 / 8 418 488 / 3 487 / 3 वी 424	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	11 16 06 31 30 11 13 14 24 02 01 01 27 12 10 23	35 45 79 85 74 60 11 10 75 28 00 21 59 65 29 24
4) काणपाडु	18 / 1 वी 18 / 1 ए 85 1 / 1 वी 79 / 3 ए, 79 / 3 वी, 79 / 3 गी 18 / 2 14 / 1 15 / 5 16 1 / 2 ए 3 1 / 3 ए 17 15 / 4 77 / 1 80 / 2 74 76 / 2 76 / 1 (कासिंग ल्यान्ड) 13 (कासिंग ल्यान्ड) 1 / 2 ए 2 77 / 2 80 / 1 79 / 1 78 1 / 2 ए 1 1 / 1 ए 2 75	00 00	12 09 22 01 31 20 04 21 23 14 00 28 12 02 27 28 02 02 03 07 16 25 22 16 04 00 00 23	15 13 02 32 57 89 81 00 27 80 75 16 03 10 50 02 11 66 18 71 24 63 64 10 39 10 98

1	2	3	4	5
4) कागुपाड़ु (निरंतर)	79 / 2	00	21	15
5) कैकाराम	604 / 3	00	20	32
	661 / 2 ए	00	03	87
	677	00	36	07
	678 / 3	00	21	95
	678 / 2	00	11	35
	662 / 2	00	14	67
	701 / 1	00	20	95
	545 / 1 बी	00	12	64
	545 / 1 सी	00	00	10
	546 / 1	00	17	40
	548 / 1	00	37	48
	446 / 1,446/2	00	00	72
	660 / 1 बी	00	14	77
	594 / 3	00	28	95
	556 / 1	00	21	74
	662 / 3	00	12	22
	555 / 1	00	25	19
	662 / 1 ए	00	07	54
	662 / 1 बी	00	05	66
	674 / 1	00	11	67
	701 / 2 बी	00	03	27
	662 / 2 बी	00	00	15
	691	00	26	90
	678 / 5	00	00	67
	551	00	33	64
	649 / 2	00	02	96
	605 / 1 ए	00	11	98
	605 / 2 बी	00	14	27
	605 / 2 ए	00	00	55
	606 / 2 बी	00	20	59
	606 / 2 ए	00	12	50
	604 / 4	00	12	22
	563 / 2 बी	00	15	04
	673 / 1	00	06	68
	660 / 1 ए	00	14	49
	678 / 4	00	11	48
	649 / 3	00	00	10
	673 / 9	00	00	79
	649 / 1	00	09	09
	563 / 4	00	13	47
	586 / 2	00	01	19
	586 / 1	00	58	38

1	2	3	4	5
5) कैकागम (निरंतर)	585 / 1	00	11	81
	585 / 2	00	00	19
	584 / 6	00	11	48
	605 / 1 वी	00	02	32
	584 / 5	00	09	34
	727 / 2 सी	00	04	96
	660 / 2, 660 / 2 ए	00	24	91
	558 / 2	00	03	00
	726 / 4 ए	00	15	30
	726 / 3 वी	00	03	22
	726 / 3 ए	00	10	87
	728 / 1	00	00	31
	685 / 3 ए	00	07	54
	727 / 2 वी	00	09	43
	674 / 2	00	17	06
	552 (गवर्नमेंट ल्यान्ड)	00	13	59
	701 / 2 ए	00	06	75
	726 / 2 वी	00	19	47
	553 / 1	00	00	27
	727 / 2 ए	00	09	34
	554 / 1	00	15	54
	692 / 2	00	14	11
	704 / 1	00	02	75
	726 / 4 वी	00	00	10
	702 / 2	00	24	17
	715 / 2	00	48	87
	716 / 4	00	05	36
	716 / 1 ए	00	01	77
	716 / 1 वी	00	12	69
	563 / 3	00	21	46
	596 / 4 (कार्मिंग ल्यान्ड)	00	03	47
	685 / 2	00	08	61
	685 / 1	00	18	13
	686 / 1 ए	00	01	32
	686 / 1 वी	00	12	58
	544 / 1 वी	00	24	14
	692 / 1	00	01	13
	702 / 1	00	20	65
	726 / 2 ए	00	00	36
	704 / 2 ए	00	05	78
	612 (कार्मिंग ल्यान्ड)	00	06	75
	716 / 2 (कार्मिंग ल्यान्ड)	00	03	29
	726 / 1 (कार्मिंग ल्यान्ड)	00	10	01

1	2	3	4	5
5) कैकागम (निरंतर)	727 / 3 (कासिंग ल्यान्ड)	00	11	79
	445 (कासिंग ल्यान्ड)	00	02	38
	704 / 2 वी	00	07	99
	564 (कासिंग ल्यान्ड)	00	04	52
	683 (कासिंग ल्यान्ड)	00	05	15
6) उग्रदृश्य	1092 / 3	00	07	11
	998 / 1	00	38	35
	1322	00	34	70
	997 / 1 ए	00	11	45
	1059	00	06	50
	986 / 4 वी	00	11	49
	999 (कासिंग ल्यान्ड)	00	06	75
	1090 / 3	00	21	07
	1090 / 2	00	09	33
	1089 / 1	00	22	58
	1089 / 2	00	23	50
	1071 (कासिंग ल्यान्ड)	00	06	92
	1310 (कासिंग ल्यान्ड)	00	07	94
	1273 (कासिंग ल्यान्ड)	00	02	69
	1243 (कासिंग ल्यान्ड)	00	10	28
	1325	00	00	10
	997 / 2 ए 1	00	00	29
	1000/ 1 ए	00	01	87
	998 / 2 (कासिंग ल्यान्ड)	00	01	84
	1063 / 1	00	45	86
	1321	00	34	85
	987 / 1 ए	00	09	34
	1063 / 2	00	00	57
	1242	00	47	95
	988 / 2 ए	00	17	92
	1323	00	52	71
	1008 / 1,1008/2,1008/3	00	40	89
	1245 / 3	00	11	74
	1064/1,1064/2,1064/3	00	00	46
	1065	00	34	26
	1066/1,1066/2	00	33	77
	1073/1,1073/2	00	34	79
	1072/1,1072/2,1072/3,1072/4,1072/5	00	32	81
	1274 / 3	00	01	42
	1062/1,1062/2,1062/3,1062/4,1062/5,1062/6,1062/7,1062/8	00	00	26
	987 / 2 ए	00	14	75

	1	2	3	4	5
6) उंगड़ (निरंतर)	988 / 1 1316 987 / 2 वी 986 / 4 ए 1000 / 1 सी 1309 1315 / 2 1314 / 2 1314 / 1 वी		00 00 00 00 00 00 00 00 00	15 03 01 03 75 42 00 38 27	40 25 31 75 42 57 10 88 04
7) यल्लामिल्ल	410 (कार्मिंग ल्यान्ड) 408 / 2 408 / 1 429 / 1 407 / 3 429 / 4 430 / 4 429 / 6 429 / 5 427 / 4 वी 427 / 4 ए 409 / 3 427 / 3 429 / 3 426 / 2 सी 406 / 2 434 / 4 ए 429 / 2 427 / 2 426 / 2 वी 433 / 3 430 / 1 430 / 3 432 / 2 435 / 1 434 / 4 सी 434 / 5 434 / 6 407 / 1		00 00	04 08 09 07 09 06 13 04 09 00 31 15 05 06 02 19 00 06 01 16 35 13 12 40 05 02 18 06 10	14 63 44 16 36 28 51 33 04 65 53 75 96 76 46 87 10 41 09 56 28 12 78 35 14 39 50 21 15

एका. सं. एल. - 14014/14/2003-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 16 June, 2003

S. O. 1758.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the Natural Gas from the exploration blocks in the Northern/Southern offshore of Goa and structure in Andhra Pradesh of M/s Reliance Industries Limited, the promoter Company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of West Godavari District in the State of Andhra Pradesh, pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri. P.V.RAMANA, Competent Authority, GTCL Pipeline Project, # 3-20-7/1, Rama Mohana Raja Nagar, KAKINADA - 533003, EAST GODAVARI Dist, ANDHRA PRADESH State.

Schedule

Mandal : Bhimadolu

District : West Godavari

State : Andhra Pradesh

Village	Survey No./Sub-Division No.	Area of ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) Ambarpetta	201 (Crossing Land)	00	06	27
	203/2	00	08	72
	202	00	47	80
	156/14	00	36	39
	165/1	00	27	63
	165/2	00	10	13
	166/4	00	12	49
	204/8	00	22	60
	166/5	00	08	54
	204/3	00	03	31
	166/7	00	07	39
	166/6	00	11	74
	172/2	00	09	46
	166/3	00	04	68
	167/1	00	04	68
	203/1	00	11	06
	156/13	00	19	89
	167/3	00	14	74
	167/6	00	11	46
	169/1	00	19	84
	204/4	00	02	74
	171/2	00	13	91
	170	00	14	37
	169/2	00	15	08
	172/1	00	15	41
	176/2C	00	00	33
	174/1A	00	22	09
	173/1	00	00	13
	173/4	00	32	81
	173/3	00	01	10
	175/1	00	24	16
	204/2	00	19	60
	204/1	00	42	80
2) Bhimadolu	624 (Crossing Land)	00	07	54
	638	00	13	84
	625	00	14	27
	777/2A	00	12	86
	626/3	00	16	43

1	2	3	4	5
2) Bhimadolu (Contd....)	773	00	20	63
	775 (Crossing Land)	00	01	86
	777/1	00	00	10
	776/2	00	01	91
	751	00	15	73
	748/1 (Government Land)	00	04	22
	630/1	00	00	10
	749/1A	00	02	24
	628/2	00	05	59
	610	00	06	86
	639/2	00	00	74
	628/1	00	21	47
	641/2	00	32	18
	641/1	00	01	15
	639/1	00	15	62
	681	00	18	14
	645/2	00	12	99
	626/2	00	13	09
	645/1	00	10	84
	750/3	00	00	31
	774	00	05	64
	682	00	06	05
	763/2	00	12	35
	762	00	27	41
	761/2	00	17	74
	761/1	00	02	84
	608 (Crossing Land)	00	04	70
	752/1A	00	18	33
	630/5 (Crossing Land)	00	00	10
	750/2	00	22	71
	680	00	26	58
	743/1A,743/1B,743/1C,743/2	00	13	87
	778	00	30	55
	738 (Crossing Land)	00	01	67
	779 (Crossing Land)	00	02	88
	663 (Government Land)	00	04	26
	746/1 (Government Land)	00	01	74
	609	00	21	93
	777/2B	00	21	57
	752/1B	00	01	47
	627/2	00	09	28
	748/2	00	14	01
	627/1	00	05	63

	1	2	3	4	5
2) Bhimadolu (Contd....)					
	657		00	42	48
	776/1		00	23	28
	772		00	01	54
	765		00	40	06
	746/2B2		00	02	92
	747/1,747/2A		00	11	47
	766		00	10	17
	679/1		00	26	11
	763/1		00	00	10
	683		00	28	75
	661/1		00	14	68
	661/2		00	31	06
	658/2		00	01	07
	659/1		00	14	27
	659/2		00	00	10
	678		00	07	23
	644		00	04	42
	646		00	34	44
3) Gundugolanu					
	165/1		00	09	86
	266		00	23	43
	640/3		00	03	81
	267		00	19	81
	269/2		00	11	53
	643/2		00	14	90
	313/1		00	03	23
	268		00	21	48
	313/3		00	40	62
	638/2		00	24	04
	313/4		00	01	32
	312/2		00	15	17
	167/2B		00	13	07
	167/3		00	20	43
	168/3		00	03	35
	640/2		00	55	94
	277		00	18	38
	165/2		00	11	62
	145		00	00	57
	642		00	25	61
	607/2A		00	28	19
	172		00	13	59
	276		00	09	71
	590/1B		00	21	10
	646/1A		00	23	30

1	2	3	4	5
3) Gundugolalu (Contd....)	608/2	00	05	53
	608/1	00	18	91
	606	00	08	79
	615	00	19	08
	602	00	18	53
	614	00	35	76
	638/1A	00	03	64
	626	00	04	09
	640/1D	00	01	58
	607/2B	00	19	20
	601	00	18	36
	591	00	00	10
	638/1B	00	29	49
	638/3A	00	05	66
	639/2B	00	16	99
	607/1	00	00	91
	646/1B	00	23	58
	646/1C	00	20	03
	646/2A	00	08	22
	646/2B	00	00	30
	613	00	32	74
	643/1	00	09	57
	165/3	00	26	64
	474	00	23	50
	498/2	00	02	02
	499	00	03	20
	500/1B	00	12	29
	500/2B	00	03	21
	500/1A	00	01	17
	174	00	41	32
	502	00	01	56
	300	00	38	65
	270/2	00	04	36
	314/1	00	03	67
	314/2	00	02	25
	270/1	00	23	06
	498/1 (Crossing Land)	00	08	29
	313/2 (Crossing Land)	00	07	57
	521 (Crossing Land)	00	02	89
	509 (Crossing Land)	00	02	52
	167/1B	00	10	53
	173/1,173/2 (Crossing Land)	00	09	67
	306	00	15	41

1	2	3	4	5
3) Gundugolalu (Contd....)	275/2 (Crossing Land)	00	13	72
	304/1B .	00	13	43
	275/3 (Crossing Land)	00	05	09
	637 (Crossing Land)	00	09	08
	612 (Crossing Land)	00	03	58
	603 (Crossing Land)	00	03	06
	500/2A	00	14	44
	305	00	38	67
	265	00	01	83
	301	00	32	39
	304/1A	00	19	44
	522	00	02	36
	166/1	00	01	57
	519	00	16	94
	144	00	36	65
	142	00	29	68
	141	00	10	78
	505	00	36	52
	501	00	41	56
	517	00	00	15
	520	00	33	04
	590/2	00	21	77
	590/1A	00	00	10
	589	00	29	83
	508	00	00	70
4) Pulla	685/3	00	00	10
	590/2	00	09	92
	576/1	00	23	97
	592	00	28	69
	590/4	00	09	10
	798	00	16	34
	797/2	00	23	75
	797/1	00	23	51
	660/1	00	11	70
	576/2	00	11	23
	654/1	00	16	76
	223/4A	00	11	98
	322/2	00	15	17
	206/4	00	17	66
	309/2	00	59	55
	256	00	23	47
	255/1A	00	13	25
	654/2	00	04	76

1	2	3	4	5
4) Pilla (Contd....)	255/2	00	20	40
	655/1A,655/1B	00	24	90
	685/6	00	07	35
	260/1	00	00	25
	255/1B	00	36	92
	257	00	44	91
	276	00	07	09
	277/3	00	09	19
	277/1B	00	01	98
	278/2	00	11	36
	305	00	06	01
	223/3	00	09	17
	309/1	00	03	06
	571/3	00	12	86
	571/2	00	05	98
	686/3	00	07	86
	571/1	00	11	72
	686/4	00	03	94
	651/1	00	19	65
	303	00	25	18
	577	00	25	54
	278/1B	00	03	22
	652/1	00	23	28
	223/1B	00	08	38
	267	00	42	86
	310	00	30	46
	308/1	00	08	60
	585/1	00	42	81
	660/3	00	20	70
	655/2	00	06	05
	277/2	00	25	97
	651/2A,651/2B	00	34	11
	649	00	00	67
	572	00	29	16
	677	00	14	60
	330/1	00	01	52
	279 (Crossing Land)	00	04	63
	232 (Crossing Land)	00	05	23
	211 (Crossing Land)	00	05	64
	597/1 (Crossing Land)	00	05	70
	602 (Crossing Land)	00	06	81
	607 (Crossing Land)	00	01	11
	601 (Crossing Land)	00	00	81

1	2	3	4	5
4) Pulla (Contd....)				
	223/2 (Crossing Land)	00	08	43
	660/2	00	12	15
	322/1	00	00	26
	321/2	00	05	96
	306 (Crossing Land)	00	00	56
	330/2	00	21	39
	597/2	00	15	96
	329	00	00	10
	655/3A,655/3B	00	21	66
	590/3	00	07	08
	657/2A,657/2B,657/2D,657/2E	00	37	98
	590/1	00	09	49
	223/1A	00	08	83
	598	00	01	97
	686/1	00	02	51
	800/1A,800/1B	00	02	70
	608/3	00	00	58
	799/1	00	22	35
	331/1,331/2	00	37	62
	321/1	00	21	66
	225/1	00	08	31
	603/2	00	00	35
	334 (Crossing Land)	00	08	62
	207/1	00	16	08
	225/2B	00	21	19
	225/2A	00	15	43
	686/5	00	01	68
	224/1D	00	09	19
	224/1B	00	21	82
	224/1A	00	00	82
	224/1C	00	01	91
	260/3B	00	02	17
	323	00	53	30
	313	00	01	51
	685/4	00	01	14
	659 (Crossing Land)	00	03	03
	687/1	00	02	32
	657/1	00	13	49
	304 (Crossing Land)	00	01	27
	684 (Crossing Land)	00	05	68
	652/2	00	01	27
	685/7	00	09	85
	685/5	00	02	99

1	2	3	4	5
4) Pulla (Contd....)	648/5 648/6 686/2	00 00 00	00 04 25	44 64 53
5) Surappagudem	379/1A,379/2B) 378/2 380 (Crossing Land)	(Crossing Land 00 00	05 00 06	59 23 05
Mandal : Denduluru	District : West Godavari		State : Andhra Pradesh	
1) Challapalli	133/1G 133/5 133/1H 127/1A1 136/1 136/2 134/1 128 (Crossing Land) 143 (Government Land)	00 00 00 00 00 00 00 00	01 00 37 98 29 00 67 10 00	36 99 04 90 68 20 59 31 87
2) Denduluru	394/2B 419/4C 436/1A 436/1B 443 388/1D 444/2 329/1 395/1 329/2 329/3 394/2C 390/2 444/3 310/1C 388/1C 419/5B 522/2 328 395/3 276/1 329/4 395/4 393 (Government Land) 276/2 388/2	00 00	00 12 04 18 21 09 00 48 15 19 07 20 07 18 02 03 11 07 13 06 36 00 06 04 00 02	10 78 61 04 25 25 29 18 90 78 58 46 13 89 57 25 80 71 75 30 31 80 25 97 38 15

1	2	3	4	5
2) Denduluru (Contd....)	389/1D	00	03	90
	389/2	00	23	26
	383/1	00	11	47
	388/1B	00	06	29
	389/1C	00	00	35
	388/1A	00	08	12
	419/5A	00	15	76
	278/2	01	08	31
	278/1	00	06	49
	311/4	00	50	92
	310/1A	00	05	61
	310/2A	00	15	13
	310/2C	00	00	92
	381/1A	00	24	53
	456	00	02	78
	418/2A	00	01	09
	381/1B	00	01	47
	518/1	00	35	91
	269/2B	00	19	50
	262/6	00	22	22
	519/1A	00	14	48
	564	00	30	97
	519/1C	00	13	09
	543/2	00	02	90
	518/2	00	00	15
	543/3	00	26	88
	518/4	00	17	41
	517	00	20	83
	545	00	23	27
	312/2A	00	00	27
	262/4	00	08	93
	427/1	00	08	28
	520/4	00	10	13
	269/3	00	00	36
	553/1	00	06	24
	553/2	00	00	10
	419/4B	00	07	53
	419/6	00	36	21
	424/2	00	26	45
	543/1C	00	00	10
	425	00	20	83
	269/2C	00	00	70
	556/2	00	19	03

1	2	3	4	5
2) Denduluru (Contd....)	519/1B	00	23	77
	560/1	00	00	10
	542/2	00	17	34
	544/1	00	24	94
	544/2	00	00	82
	424/1	00	08	39
	312/1B (Crossing Land)	00	01	15
	269/2A	00	06	91
	546 (Crossing Land)	00	20	99
	522/1 (Crossing Land)	00	13	93
	442 (Crossing Land)	00	21	19
	325/3 (Crossing Land)	00	16	81
	435 (Crossing Land)	00	12	98
	275 (Crossing Land)	00	12	13
	277/2	00	12	53
	311/1A (Crossing Land)	00	04	00
	382 (Crossing Land)	00	05	01
	566 (Crossing Land)	00	15	03
	565 (Crossing Land)	00	39	75
	385/1 (Government Land)	00	00	21
	571/2D (Government Land)	00	02	01
	310/1B (Crossing Land)	00	22	30
	311/2B	00	25	63
	330	00	68	81
	268/2B	00	15	58
	395/2	00	12	02
	562/2	00	09	98
	312/1A/2	00	47	43
	332/1 (Crossing Land)	00	02	18
	311/1B	00	35	35
	269/1	00	31	18
	570/1	00	51	74
	570/2	00	18	04
	571/2A	00	08	96
	571/3	00	00	10
	572/1	00	02	46
	418/2C	00	26	94
	562/1	00	29	02
	370/2	00	01	95
	561/1	00	06	59
	561/2	00	13	28
	554	00	29	75
	370/1B	00	04	82

1	2	3	4	5
2) Dendukuru (Contd....)	418/2B	00	10	21
	261	00	17	00
	260	00	26	16
	391	00	11	08
	432	00	10	58
	557/1	00	15	63
	426/2	00	05	24
	390/1	00	12	67
	270/1	00	31	01
	262/5	00	33	05
	370/1A	00	05	39
	436/2	00	00	28
	434/1	00	09	00
	433/2	00	19	87
	433/1	00	19	84
	310/2D	00	30	31
	385/2	00	37	32
	431	00	07	36
	384	00	12	51
	557/3	00	00	58
	556/1	00	01	15
	557/2	00	28	03
	387	00	16	23
	427/2	00	07	37
3) Kornirepalle	61/1B	00	00	62
	61/2B	00	14	64
	85/3	00	03	45
	85/2	00	07	07
	85/1	00	04	73
	2/5	00	14	98
	60/4	00	00	10
	87/3A	00	00	74
	60/2	00	30	68
	85/4	00	00	29
	60/1	00	26	51
	88/1A	00	00	10
	59/3	00	11	60
	57/1, 57/2, 57/3	00	42	28
	58/3	00	05	16
	49/2	00	33	21
	49/1	00	01	97
	48	00	38	49
	87/1	00	12	22

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1	2	3	4	5
3) komirepalte (Contd...)	86/2	00	09	63
	7/1A	00	09	56
	60/3	00	05	37
	6/1 (Crossing Land)	00	17	27
	86/1C2	00	07	99
	61/2A	00	11	45
	86/1C3	00	00	10
	55	00	00	95
	86/1C1	00	25	60
	8/1	00	35	19
	3/2A	00	48	56
	3/2B	00	05	97
	3/1	00	13	28
	2/7	00	00	71
	61/1C	00	05	68
	78/3 (Crossing Land)	00	04	11
	9	00	36	10
	2/3	00	05	46
	2/6	00	06	26
	87/2 (Crossing Land)	00	09	21
	87/3B	00	18	44
	50 (Crossing Land)	00	02	86
4) Kothagudem	353/4	00	00	92
	357 (Crossing Land)	00	03	94
5) Kothapalli	94 (Crossing Land)	00	36	49
	95/6	00	07	22
	82/1	00	06	98
	95/2	00	38	52
	96 (Crossing Land)	00	07	30
	95/7	00	01	70
	80/1	00	14	65
	82/2	00	21	88
	80/2	00	35	69
	83/2	00	33	57
	95/3	00	65	57
	82/4	00	28	66
	95/1	00	14	63
6) Singavaram	103/1	00	01	01
	102/5	00	20	13
	85 (Crossing Land)	00	04	58
	99/2 (Crossing Land)	00	05	11
	100/1 (Crossing Land)	00	05	70
	102/6	00	00	49

	1	2	3	4	5
6) Singavaram (Contd....)					
	100/2	(Crossing Land)	00	21	22
	104/2	(Government Land)	00	09	94
	84		00	01	79
	105/2		00	06	76
	99/1		00	05	23
	102/3		00	03	52
	104/3		00	41	84
	103/3		00	16	43
	98		00	17	38
	103/2		00	07	44
	86/2		00	56	64
	86/3B		00	00	36
	104/1		00	49	65
	97		00	13	44
	105/1		00	01	46
	105/3		00	01	08
	102/4		00	12	57
7) Uppugudem					
	316/4		00	06	88
	316/5		00	06	94
	321/3		00	07	26
	329/3		00	03	49
	321/1		00	08	31
	322/5		00	19	18
	328/1		00	34	29
	321/4		00	00	26
	316/1	(Government Land)	00	01	95
	317/4		00	07	72
	317/8		00	07	02
	319/1		00	07	32
	319/2		00	15	90
	322/3		00	00	10
	327	(Government Land)	00	11	31
	329/1		00	00	11
	325/5		00	24	77
	317/3		00	07	79
	322/4		00	01	69
	320/2		00	26	09
	319/4		00	08	55
	319/3		00	07	97
	332	(Government Land)	00	01	02
8) Vegavaram					
	46/1		00	24	94
	55/5		00	04	98
	47		00	10	22

1	2	3	4	5
8) Vegavaram (Contd....)	61/2	00	14	85
	59/1	00	02	56
	59/2	00	02	84
	25/3	00	17	77
	61/1	00	06	94
	65/8	00	56	92
	66 (Crossing Land)	00	10	97
	48	00	07	89
	55/6	00	01	27
	65/7	00	17	82
	55/4	00	05	36
	63/2	00	02	51
	65/6	00	25	10
	56/3	00	04	05
	65/1	00	43	52
	23/2	00	01	89
	25/1	00	39	21
	60/1	00	13	00
	56/1	00	15	54
	55/7	00	00	46
	57/1	00	07	77
	60/2	00	27	17
	55/3	00	00	33
	24/3	00	10	32
	24/1	00	09	06
	55/2	00	05	04
	65/4	00	00	81
	65/3	00	08	68
	57/2	00	07	33
	63/1 (Government Land)	00	01	68
	60/3	00	03	29
	25/2	00	17	98
	17	00	01	60
	52/3	00	00	10
	55/1	00	06	81
	52/4	00	19	61
	54/2	00	05	50
	54/1	00	17	31
	24/2	00	11	19
	55/8	00	14	58
	65/2	00	13	03

Mandal : Unguturu

District : West Godavari

State : Andhra Pradesh

1) Badampudi

93/1C

00

09

69

	2	3	4	5
1) Badampudi (Contd....)	87/1A	00	38	44
	90/4	00	17	60
	323/2 (Crossing Land)	00	02	20
	93/2	00	05	67
	323/1	00	02	09
	324 (Crossing Land)	00	30	50
	258/4 (Crossing Land)	00	01	81
	260 (Crossing Land)	00	06	36
	86	00	20	45
	87/2B	00	08	71
	87/2A	00	11	26
	90/3	00	00	94
	221/1	00	16	97
	199 (Crossing Land)	00	11	41
	85 (Crossing Land)	00	01	43
	283/2	00	12	54
	224/2	00	09	01
	225/2	00	11	74
	223/2	00	35	45
	222/2	00	02	56
	93/1D	00	11	96
	224/3	00	00	10
	92/1	00	30	39
	201/3	00	20	36
	243	00	36	32
	270/2B	00	05	85
	242/2B	00	01	18
	323/3	00	54	54
	239/2	00	14	42
	322/1	00	17	58
	210/1	00	07	34
	283/3	00	20	60
	282	00	15	93
	276/1	00	07	73
	269/2	00	10	92
	279/2	00	22	11
	278	00	11	38
	270/1	00	22	69
	270/2A	00	01	32
	270/3	00	15	49
	272/3	00	00	10
	272/1	00	04	90
	258/6	00	15	31

1	2	3	4	5
1) Badampudi (Contd....)	258/1A	00	14	70
	322/3	00	01	71
	194/2	00	07	18
	89/1	00	48	11
	222/1	00	05	55
	242/4	00	14	81
	242/3	00	21	82
	194/1	00	12	01
	203/1	00	44	10
	204/1	00	01	19
	198/4	00	02	31
	198/3	00	27	01
	195/1	00	00	18
	195/2	00	57	34
	224/1	00	16	56
	202/1	00	05	81
	221/3A	00	26	69
	221/2	00	03	76
	201/1	00	06	62
	210/2	00	18	63
	203/2	00	03	79
	194/4	00	06	05
	242/2A	00	01	31
	211/1	00	00	10
	192/4	00	34	86
	192/2	00	00	79
	192/5	00	01	60
	193/1	00	16	90
	193/2	00	17	16
	202/2	00	07	68
	194/3	00	07	79
2) Bommedi	1 (Government Land)	00	00	34
3) Chebrolu	324/9	00	05	92
	520 (Government Land)	00	06	41
	496 (Government Land)	00	02	69
	325/3 (Government Land)	00	01	02
	322/3	00	28	11
	325/2 (Government Land)	00	00	96
	321/3 (Government Land)	00	00	82
	321/1 (Government Land)	00	00	94
	519/1	00	27	74
	497/1A8	00	18	00
	322/5	00	10	04

1	2	3	4	5
3) Chebrolu (Contd....)	322/4	00	02	71
	324/3	00	01	43
	416 (Government Land)	00	09	37
	319/2	00	00	10
	324/6	00	04	47
	434 (Crossing Land)	00	03	45
	429 (Crossing Land)	00	00	10
	321/2 (Crossing Land)	00	00	79
	325/1 (Crossing Land)	00	01	10
	497/1A9	00	07	18
	415/2 (Crossing Land)	00	10	13
	489/2	00	00	10
	399/1B	00	30	53
	387	00	40	97
	324/1	00	03	98
	377	00	23	63
	324/4	00	00	10
	390	00	20	02
	324/5	00	00	15
	398/5	00	10	29
	485/2	00	14	44
	324/2	00	07	22
	284/2	00	00	10
	318/1B	00	27	17
	318/2	00	08	36
	485/1	00	29	61
	497/1B	00	01	75
	430/2 (Crossing Land)	00	05	88
	397/2B	00	00	30
	319/1	00	46	17
	324/18	00	03	97
	484/3	00	18	87
	484/1	00	00	10
	415/1	00	43	22
	433	00	33	16
	430/1	00	05	88
	497/1A10	00	40	80
	388	00	36	55
	485/3	00	10	36
	376/1	00	08	43
	417	00	49	52
	425/7	00	02	52
	425/3	00	00	11

1	2	3	4	5
3) Chebrolu (Contd....)	485/4	00	11	35
	425/1	00	16	45
	425/2	00	06	79
	389	00	31	85
	415/3	00	30	74
	399/1A	00	11	60
	497/1A7	00	13	11
	398/4	00	14	10
	398/2	00	24	75
	324/7	00	02	28
	485/7	00	01	00
	324/8	00	01	21
	418	00	27	59
	488/3	00	12	65
	487/3B	00	10	29
	424	00	23	24
4) Kagupadu	18/1B	00	12	15
	18/1A	00	09	13
	85	00	22	02
	1/1B	00	01	32
	79/3A,79/3B,79/3C	00	31	57
	18/2	00	20	89
	14/1	00	04	81
	15/5	00	21	00
	16	00	23	27
	1/2A3	00	14	80
	1/3A	00	00	75
	17	00	28	16
	15/4	00	12	03
	77/1	00	02	10
	80/2	00	27	50
	74	00	28	02
	76/2	00	02	11
	76/1 (Crossing Land)	00	03	66
	13 (Crossing Land)	00	07	18
	1/2A2	00	16	71
	77/2	00	25	24
	80/1	00	22	63
	79/1	00	16	64
	78	00	04	
	1/2A1	00	00	
	1/1A2	00	00	
	75	00	23	

1	2	3	4	5
4) Kegupadu (Contd....)	79/2	00	21	15
5) Kaikaram				
	604/3	00	20	32
	661/2A	00	03	87
	677	00	36	07
	678/3	00	21	95
	678/2	00	11	35
	662/2	00	14	67
	701/1	00	20	95
	545/1B	00	12	64
	545/1C	00	00	10
	546/1	00	17	40
	548/1	00	37	48
	446/1, 446/2	00	00	72
	660/1B	00	14	77
	594/3	00	28	95
	556/1	00	21	74
	662/3	00	12	22
	555/1	00	25	19
	662/1A	00	07	54
	662/1B	00	05	66
	674/1	00	11	67
	701/2B	00	03	27
	661/2B	00	00	15
	691	00	26	90
	678/5	00	00	67
	551	00	33	64
	649/2	00	02	96
	605/1A	00	11	98
	605/2B	00	14	27
	605/2A	00	00	55
	606/2B	00	20	59
	606/2A	00	12	50
	604/4	00	12	22
	563/2B	00	15	04
	673/1	00	06	68
	660/1A	00	14	49
	678/4	00	11	48
	649/3	00	00	10
	673/9	00	00	79
	649/1	00	09	09
	563/4	00	13	47
	586/2	00	01	19
	586/1	00	58	38

1	2	3	4	5
5) Kaikaram (Contd....)				
	585/1	00	11	81
	585/2	00	00	19
	584/6	00	11	48
	605/1B	00	02	32
	584/5	00	09	34
	727/2C	00	04	96
	660/2, 660/2A	00	24	91
	558/2	00	03	00
	726/4A	00	15	30
	726/3B	00	03	22
	726/3A	00	10	87
	728/1	00	00	31
	685/3A	00	07	54
	727/2B	00	09	43
	674/2	00	17	06
	552 (Government Land)	00	13	59
	701/2A	00	06	75
	726/2B	00	19	47
	553/1	00	00	27
	727/2A	00	09	34
	554/1	00	15	54
	692/2	00	14	11
	704/1	00	02	75
	726/4B	00	00	10
	702/2	00	24	17
	715/2	00	48	87
	716/4	00	05	36
	716/1A	00	01	77
	716/1B	00	12	69
	563/3	00	21	46
	596/4 (Crossing Land)	00	03	47
	685/2	00	08	61
	685/1	00	18	13
	686/1A	00	01	32
	686/1B	00	12	58
	544/1B	00	24	14
	692/1	00	01	13
	702/1	00	20	65
	726/2A	00	00	36
	704/2A	00	05	78
	612 (Crossing Land)	00	06	75
	716/2 (Crossing Land)	00	03	29
	726/1 (Crossing Land)	00	10	01

1	2	3	4	5
5) Kaikaram (Contd....)	727/3 (Crossing Land)	00	11	79
	445 (Crossing Land)	00	02	38
	704/2B	00	07	99
	564 (Crossing Land)	00	04	52
	683 (Crossing Land)	00	05	15
6) Unguturu	1092/3	00	07	11
	998/1	00	38	35
	1322	00	34	70
	997/1A	00	11	45
	1059	00	06	50
	986/4B	00	11	49
	999 (Crossing Land)	00	06	75
	1090/3	00	21	07
	1090/2	00	09	33
	1089/1	00	22	58
	1089/2	00	23	50
	1071 (Crossing Land)	00	06	92
	1310 (Crossing Land)	00	07	94
	1273 (Crossing Land)	00	02	69
	1243 (Crossing Land)	00	10	28
	1325	00	00	10
	997/2A1	00	00	29
	1000/1/A	00	01	87
	998/2 (Crossing Land)	00	01	84
	1063/1	00	45	86
	1321	00	34	85
	987/1A	00	09	34
	1063/2	00	00	57
	1242	00	47	95
	988/2A	00	17	92
	1323	00	52	71
	1008/1,1008/2,1008/3	00	40	89
	1245/3	00	11	74
	1064/1,1064/2,1064/3	00	00	46
	1065	00	34	26
	1066/1,1066/2	00	33	77
	1073/1,1073/2	00	34	79
	1072/1,1072/2,1072/3,1072/4,107 2/5	00	32	81
	1274/3	00	01	42
	1062/1,1062/2,1062/3,1062/4,106 2/5,1062/6,1062/7,1062/8	00	00	26
	987/2A	00	14	75
	988/1	00	15	40

1	2	3	4	5
6) Unguturu (Contd....)	1316	00	03	25
	987/2B	00	01	31
	986/4A	00	03	75
	1000/1/C	00	75	42
	1309	00	42	57
	1315/2	00	00	10
	1314/2	00	38	88
	1314/1B	00	27	04
7) Yellamilli	410 (Crossing Land)	00	04	14
	408/2	00	08	63
	408/1	00	09	44
	429/1	00	07	16
	407/3	00	09	36
	429/4	00	06	28
	430/4	00	13	51
	429/6	00	04	33
	429/5	00	09	04
	427/4B	00	00	65
	427/4A	00	31	53
	409/3	00	15	75
	427/3	00	05	96
	429/3	00	06	76
	426/2C	00	02	46
	406/2	00	19	87
	434/4A	00	00	10
	429/2	00	06	41
	427/2	00	01	09
	426/2B	00	16	56
	433/3	00	35	28
	430/1	00	13	12
	430/3	00	12	78
	432/2	00	40	35
	435/1	00	05	14
	434/4C	00	02	39
	434/5	00	18	50
	434/6	00	06	21
	407/1	00	10	15

[No. L-14014/14/2003-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 23 जून, 2003

का. आ. 1759. केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा जाया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं0 का. आ. 1148 तारीख 1 अप्रैल, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड, जो मैसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की एक संप्रवर्तक कंपनी है, के गोवा के उत्तरी/दक्षिणी अपतट के खोज ब्लाकों और आन्ध्रप्रदेश राज्य में संरचनाओं से कर्नाटक राज्य के बेलगाम जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 14 मई 2002 18 मई 2002 तक उपलब्ध करा दी गई थीं;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी विलंगमों से मुक्त मैसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची 6 (1)							
तालुका चिकोडी		जिला बेलगाम			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्व नं	हिस्सा नं	गट नं	क्षेत्र	हेक्टर	आर
1	2	3	4	5	6	7	8
1	अप्पाचिवडी	44 93	2 1	0 0	00 00	40 70	
	कुल				0 01	10	

[फा. सं. एल.-14014/20/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 23th June, 2003

S. O. 1759.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.1148 dated the 1st April 2002, published in the Gazette of India on 6th April 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Natural Gas from the exploration blocks in the Northern / Southern Offshore of Goa and Structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Belgaum in the State of Karnataka by M/s Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 14th May 2002 to 18th May 2002;

And whereas ,the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4)of section 6 of the said Act, the Central Government hereby directs that the right of user in the said landfor laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE - 6(1)

Taluka - Chikodi		District : Belgaum		State : Karnataka			
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
1	Appachiwadi	44	2		0	00	40
		93		1	0	00	70
					0	01	10

[No. L-14014/20/02-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 23 जून, 2003

का.आ. 1760—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 2699 तारीख 21 अगस्त, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में इंडियन पेट्रोकेमिकल्स कारपोरेशन लिलो द्वारा गुजरात राज्य के जिला सूरत में हज़ीरा से जिला भरुच में दहेज तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां साधारण जनता को तारीख 21 जनवरी, 2003 को उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में साधारण जनता से प्राप्त आक्षेपों को सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है;

और आगे, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी विलंगमों से मुक्त, इंडियन पेट्रोकेमिकल्स कारपोरेशन लिलो दहेज जिला भरुच में निहित होगा।

अनुसूची

राज्य : गुजरात

मार्ग का नाम	तालुका / तेहसील का नाम	जिला का नाम	सर्वेक्षण संख्या	क्षेत्र		
				हेक्टर	आर	सेन्टीआर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
सुवा	बागरा	भरुच	262	00	02	00
रहियाद	बागरा	भरुच	880	00	02	50
कासवा	भरुच	भरुच	50	00	01	68
भाडभुत	भरुच	भरुच	335	00	00	45
भाडभुत	भरुच	भरुच	331/ ब	00	00	20
भाडभुत	भरुच	भरुच	378	00	31	60
भाडभुत	भरुच	भरुच	381	00	15	50
भाडभुत	भरुच	भरुच	445	00	17	50
घंतुरीया	अंकले धर	भरुच	89	01	04	80
घंतुरीया	अंकले धर	भरुच	62	00	00	14
दिगस	हांसोट	भरुच	317	00	09	40
दिगस	हांसोट	भरुच	471	00	04	00
ठमराछी	ओलपाड	सुरत	13	00	04	80
वडोली	ओलपाड	सुरत	570	00	02	32
वडोली	ओलपाड	सुरत	388	00	06	90
मोरथाप	ओलपाड	सुरत	313	00	05	00
मोरथाप	ओलपाड	सुरत	316	00	00	35
वडोद	ओलपाड	सुरत	119	00	00	75
तलाद	ओलपाड	सुरत	164	00	04	00
एच्छापुर	चोरासी	सुरत	611	00	24	70

[फा. सं. एल.-14014/38/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 23th June, 2003

S.O. 1760—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2699, dated the 21st August, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule annexed to that notification for the purpose of laying pipeline for transport of natural gas in the State of Gujarat from Hajira in District Surat to Dah in District Bharuch by the Indian Petrochemicals Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 21st January, 2003;

; And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Indian Petrochemicals Corporation Limited, Dahej, District Bharuch, free from all encumbrances.

STATE : GUJARAT

SCHEDULE

Village (1)	Name of Taluka/Tehsil (2)	District (3)	Survey/Sub Division or Block No. (4)	Area		
				Hectare (5)	Are (6)	Centiare (7)
Suva	Vagra	Bharuch	262	00	02	00
Rahiyad	Vagra	Bharuch	880	00	02	50
Kaswa	Bharuch	Bharuch	50	00	01	68
Bhadbhut	Bharuch	Bharuch	335	00	00	45
Bhadbhut	Bharuch	Bharuch	331/B	00	00	20
Bhadbhut	Bharuch	Bharuch	378	00	31	60
Bhadbhut	Bharuch	Bharuch	381	00	15	50
Bhadbhut	Bharuch	Bharuch	445	00	17	50
Dhanturia	Ankleshwar	Bharuch	89	00	04	80
Dhanturia	Ankleshwar	Bharuch	62	00	00	14
Digas	Hansot	Bharuch	317	00	09	40
Digas	Hansot	Bharuch	471	00	04	00
Umracchi	Olpad	Surat	13	00	04	80
Vadoli	Olpad	Surat	570	00	02	32
Vadoli	Olpad	Surat	388	00	06	90
Morthan	Olpad	Surat	313	00	05	00
Morthan	Olpad	Surat	316	00	00	35
Vadod	Olpad	Surat	119	00	00	75
Talad	Olpad	Surat	164	00	04	00
Ichchhapur	Choryasi	Surat	611	00	24	70

श्रम मंत्रालय

नई दिल्ली, 28 मई, 2003

का. आ. 1761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लि. के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट संदर्भ संख्या 33/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2003 को प्राप्त हुआ था।

[सं. एल-29012/5/2001-आई.आर. (विविध)]
बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 28th May, 2003

S.O. 1761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 28-5-2003.

[No. L-29012/5/2001-IR(M)]
B.M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NEW DELHI

PRESIDING OFFICER: SHRI B.N. PANDEY

I.D. No. 33/2001

Sh. Budhi Singh Bisht,
74, Samrat Enclave,
Near Rani Bagh, New Delhi Workman
Versus

Hindustan Zinc Ltd.
The Executive Director,
Dohil Chambers, Nehru Place,
New Delhi. Management

AWARD

The Central Government in the Ministry of Labour vide its order No. L-29012/5/2001/IR (M) dated 4-5-2001 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Addl. Executive Director (Mktg.) Hindustan Zinc Ltd., flat No. 205-206, Dohil Chambers, 46, Nehru Place, N. Delhi in stopping from services all of a sudden w.e.f. 12-4-99 Sh. Budhi Singh Bisht, daily wages worker working continuously w.e.f. 10-2-94 instead of making him regular in service is justified, legal, valid and reasonable? If not, what benefits and relief he is entitled?”

2. Both the parties filed a written compromise alleging that they have finally settled the dispute against full payment of Rs. 1,00,000/- (One Lack only) to the workman through two Account Payee Cheque of Rs. 11,273/- and Rs. 88,727/- and accordingly prayed to pass ‘No Dispute award.’

3. Accordingly the dispute is decided in terms of the compromise dated 26-5-03 which shall form part of the award. No dispute award is given accordingly.

Dated: 26-5-03

B.N. PANDEY, Presiding Officer

सेवा में,

माननीय केन्द्रीय सरकार औद्योगिक अधिकरण

एवं श्रम न्यायालय, नई दिल्ली

त्रिकूट-1, तृतीय मंजिल

भीकाजी कामा प्लेस,

आर. के. पुरम

नई दिल्ली - 110066

बुद्धि सिंह बिष्ट

.....प्रार्थी

बनाम

हिन्दुस्तान जिंक लिमिटेड

.....अप्रार्थी

प्रकरण संख्या - आई.टी. 33/2001

उपरोक्त अनावान प्रकरण में पक्षकारों की ओर से सानुनय निम्नलिखित निवेदन हैं:

1. यह कि प्रार्थी को बतौर केजूल बेसिस अप्रार्थी कम्पनी द्वारा दिनांक 1-2-1995 को नियुक्त किया गया था। कार्य की आवश्यकता की समाप्ति के पश्चात् अप्रार्थी द्वारा प्रार्थी को पत्र दिनांक 12-4-1999 द्वारा यह सूचित कर दिया कि उनकी सेवाओं की तुरन्त प्रभाव से आवश्यकता नहीं है एवं उसे नोटिस-पे एवं छंटनी मुआवजा सहित समस्त इयूज रुपये 11,273/- (रुपये न्यायहार हजार दो सौ तिहत्तर मात्र) पे-आर्डर नं. 304638 द्वारा भुगतान कर दिया गया। यह पे-आर्डर प्रार्थी को उपरोक्त पत्र के साथ संलग्न कर दे दिया गया था।
2. यह कि प्रार्थी ने औद्योगिक विवाद अधिनियम की धारा 2 ए के अन्तर्गत उक्त बाबत औद्योगिक विवाद प्रस्तुत किया जिस पर दिनांक 29-12-2000 को श्रीमान् समझौता अधिकारी ने असफल समझौता प्रतिवेदन केन्द्र सरकार को प्रेषित किया। इस पर केन्द्र सरकार ने आदेश क्रमांक : L 29012/5/2001/IR(M) दिनांक 4-5-2001 द्वारा आप माननीय औद्योगिक अधिकरण को उपरोक्त औद्योगिक विवाद अधिनिर्णयार्थ सम्प्रेषित किया है।
3. यह कि उपरोक्त आदेश में टर्मस ऑफ रेफरेन्स सही तौर पर फ्रेम नहीं होने की वजह से अप्रार्थी द्वारा उक्त आदेश के विरुद्ध रिट याचिका (CWP No. 5347/2001) माननीय उच्च न्यायालय दिल्ली के समक्ष दायर की गई जिस पर माननीय

- उच्च न्यायालय द्वारा टर्म्स् ऑफ रेफरेन्स के सम्बन्ध में आवश्यक स्पष्टीकरण दिया जाकर आप श्रीमान् औद्योगिक अधिकरण को एडजूडिकेशन हेतु भेजते हुये उक्त रिट याचिका Disposed Off कर दी।
4. यह कि प्रार्थी के निवेदन पर अप्रार्थी कम्पनी मैनेजमेंट तथा प्रार्थी के मध्य लोक अदालत से समझौता करने की भाषना से प्रेरित होकर निम्न आशय का समझौता हो गया है:
- (क) कि उपरोक्त औद्योगिक विवाद के अन्तर्गत प्रार्थी का पत्र दिनांक 12-4-1999 द्वारा केजूअल बेसिस पर की गई नियुक्ति तुरंत प्रभाव से समाप्त किये जाने के परिणामस्वरूप प्रार्थी विपक्षी कम्पनी की सेवा में अब Re-instatement एवं Regularisation हेतु इच्छुक नहीं है अतः Re-instatement एवं Regularisation व इससे सम्बन्धित समस्त प्रत्यक्ष एवं अप्रत्यक्ष लाभों एवं परिलाभों के क्लेम का स्वेच्छा से परित्याग करता है और इसके एवज में अप्रार्थी कम्पनी Full and Final Settlement के बतौर एकमुक्त राशि रुपये 1.00 लाख (एक लाख मात्र) जिसमें पत्र क्रमांक: 12-4-1999 के साथ संलग्न पे-आर्डर क्रमांक 304638 के माफत प्रार्थी को दी गई राशि रुपये 11,273/- भी सम्मिलित है, प्रार्थी को देने हेतु तैयार है जिसे प्रार्थी स्वैच्छा से स्वीकार करता है।
- (ख) प्रार्थी द्वारा चूंकि उपरोक्त पे-आर्डर को आज दिनांक तक नहीं भुनवाया (Encash) है एवं इसकी validity समाप्त हो जाने के फलस्वरूप अतः इसे प्रार्थी ने अप्रार्थी की लौटा दिया है और इसके एवज में प्रार्थी ने उक्त राशि रुपये 11,273/- का आई. डी. बी. आई. बैंक, उदयपुर शाखा का एकाउन्ट पेयी चेक संख्या 032361 दिनांक 20 मई, 2003 अप्रार्थी कम्पनी से प्राप्त कर लिया है। इसके अतिरिक्त प्रार्थी द्वारा शेष राशि रुपये 88,727/- (रुपये अठासी हजार सात सौ सताईस मात्र) का आई. डी. बी. आई. बैंक, उदयपुर शाखा का एकाउन्ट पेयी चेक संख्या 032360 दिनांक 20 मई, 2003 भी अप्रार्थी कम्पनी से प्राप्त कर लिया गया है। इस प्रकार प्रार्थी ने अप्रार्थी कम्पनी से कुल रुपये 1,00,000/- (रुपये एक लाख मात्र) उपरोक्त विवाद के अन्तर्गत युल एण्ड फाईनल सेटलमेंट में प्राप्त कर लिये हैं।
- (ग) कि प्रार्थी ने अप्रार्थी कम्पनी से यह समझौता आवेदन प्रस्तुत करने से पूर्व रुपये 1,00,000/- (रुपये एक लाख मात्र) बतौर युल एण्ड फाईनल सेटलमेंट ऑफ ऑल क्लेम्स जिसमें रिइन्स्टेटमेंट, रेगुलराइजेशन तथा इससे सम्बन्धित समस्त प्रत्यक्ष व अप्रत्यक्ष लाभ एवं परिलाभ के क्लेम सम्मिलित है। उपरोक्त सन्दर्भित विवाद के रेफरेन्स के अन्तर्गत प्राप्त कर लिया है और इसी भुगतान से पक्षकारों के मध्य माननीय औद्योगिक

न्यायाधिकरण में विचाराधीन विवाद तदनुसार सेटल हो कर अब अप्रार्थी कम्पनी से कोई भी किसी भी प्रकार का विवाद व क्लेम शेष नहीं है।

(घ) खर्च मुकदमा पक्षकार अपना-अपना बहन करेंगे।

अतः प्रार्थना है कि समस्त रेफर्ड विवाद लोक अदालत की भाषना से युल एण्ड फाईनल सेटल हो जाने से नो डिस्ट्रिट अवार्ड पारित कर केन्द्र सरकार को उनके रेफरेन्स आदेश दि. 4-5-2001 के अन्तर्गत सम्प्रेषित कराने की कृपा करावें।

नई दिल्ली

दिनांक 26-5-2003

बुद्धि सिंह बिष्ठ, प्रार्थी

ए. एस. नागर, मुख्य प्रबन्धक (कार्मिक)

हिन्दुस्तान जिंक लिमिटेड

नई दिल्ली, 28 मई, 2003

का. आ. 1762.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मैं, भान्जा मिनरल्स प्रा. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, भुवनेश्वर के पंचाट संदर्भ संख्या 393/2001 को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2003 को प्राप्त हुआ था।

[सं. एल-29011/11/2001-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 28th May, 2003

S.O. 1762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 393/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhanja Minerals Pvt. Ltd. and their workman, which was received by the Central Government on 28-5-2003.

[No. L-29011/11/2001-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 393/2001
Date of conclusion of hearing—2nd May, 2003

Date of Passing Award—14th May, 2003

BETWEEN :

The Management of the Managing Director,
Bhanja Minerals Pvt. Ltd., At. Park Street,
Keonjhar, Orissa. 1st Party—Management.

And

Their Workmen represented through the
General Secretary, North Orissa
Workers Union, At/PO-Barbil,
Distt.-Keonjhar, Orissa

APPEARANCES:

NoneFor the 1st Party-
Management.

**Shri Bhawani Shankar Pati,
General Secretary**For the 2nd Party-
Union.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/11/2001/IR (M), dated 14-5-2001:—

"Whether the demand of the General Secretary, North Orissa Worker Union for payment of House Rent Allowance @ 10% of their wages/salary to those who have not been provided accommodation and transport allowance @ Rs. 12/- per day to their workers who come for duty from 15 Kms. away by the Management of Ingajijharan Iron & Mn. Mines of Bhanja Minerals (P) Ltd., Keonjhar with effect from 1-4-1999 is justified? If so, what relief the workmen are entitled to?"

2. The case of the 2nd Party is that, the workers working under the 1st Party-Management are staying on rented house and no accommodation has been provided to them by the 1st Party-Management. They are paying house rent from their wages and facing much difficulty for their maintenance of their family. Moreover, the workmen are required to go to the hill top and the workers are coming from a distance of more than 15 Kilometers but the 1st Party-Management has not provided any transport facilities for which they are availing local conveyance and paying Rs. 12/- per day. So, they have claimed House Rent Allowance at the rate of Rs. 10% of their wages and transportation allowance at the rate of Rs. 12/- per day with effect from 1-4-1999.

3. The 1st Party-Management has filed their Written Statement wherein it has been-pleaded that, the 1st Party-Management is not bound to provide any accommodation or conveyance allowance to the workmen. There is no justification to pay those allowances; So, their claim is not justified.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the demand of the General Secretary, North Orissa Workers Union for payment of House Rent Allowance @ 10% of their wages/salary to those who have not been provided accommodation and transport allowance

@ Rs. 12/- per day to their workers who come for duty from 15 Kms. away by the Management of Ingajijharan Iron & Mn. Mines of Bhanja Minerals (P.) Ltd, Keonjhar, with effect from 1-4-1999 is justified?

- 2. If so, what relief the workmen are entitled to?
 - 3. Whether the reference is maintainable?

5. When the case was posted for hearing the 1st Party-Management has remained absent for which they have been set *ex parte*. The 2nd Party has filed the affidavit evidence of one Shri Bhawani Shankar Pati, General Secretary of the North Orissa Workers Union and has exhibited one document, which has been exhibited as Ext-I.

FINDINGS

ISSUE NO. I

6. The 2nd Party has claimed Rs. 10% of the accommodation allowance of their basic pay scale and Rs. 12/- per day for conveyance allowance. This claim was not been supported by any settlement or supported rules. The Ext.-I is the Memorandum of Settlement dated 15-12-1997. Under that settlement it was agreed by the parties for payment of bonus for the year 1996-97 and Ferry charges at the rate of Rs. 7/- per head to all the workmen during the rainy season with some other benefits. There was no agreement to the effect that, the workmen are entitled to get the House Rent Allowance at the rate of 10% of their basic salary/wages and Rs. 12/- per day towards conveyance allowance. Unless there is a statutory claim the workmen can not claim for the same. No materials have been placed by the 2nd Party that there is a condition of service that there was a settlement or there was an agreement that the workmen who have not provided with any accommodation the House Rent Allowance at the rate of 10% of their basic salary/wages and a sum of Rs. 12/- per day towards conveyance allowance will be paid. Even if the 1st Party-Management has not placed any oral or documentary evidence before the Tribunal but when the dispute has been raised by the workmen, onus lies on the 2nd Party to establish that they are entitled to claim the amount. But in my opinion, that burden has not been discharged by the 2nd Party. So, they are not entitled to get any House Rent Allowance at the rate of 10% of their basic pay and conveyance allowance at the rate of Rs. 12/- per day. Hence, this issue is answered accordingly.

ISSUE NO. III

7. As there was a dispute the reference has been made by the Government of India under section 10 of the Industrial Disputes Act. So, the reference is maintainable.

ISSUE NO II

8. In view of my findings given in respect of Issue No. I, the workmen of the 2nd Party are not entitled for any relief.

9. Reference is answered accordingly. Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 29 मई, 2003

का०आ० 1763।—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बनारस स्टेट बैंक लिमिटेड के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण लखनऊ के पंचाट (संदर्भ संख्या आई०डी० 176/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2003 को प्राप्त हुआ था।

[सं० एस-12012/280/2000-आई०आर० (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 29th May, 2003

S.O. 1763।—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 176/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Benares State Bank Limited and their workman, which was received by the Central Government on 28-5-2003.

[No. L-12012/280/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA,
Presiding Officer

I.D. NO. 176/2000

Ref. No. 12012/280/2000/IR (B-I) dated 20-10-2000

BETWEEN

Pappu Kumar,
Room No. 5, Behind Limdi Hostel, Kashi Hindu
Vishwavidyalay, Varanasi (U.P.)-221001

And

The Divisional Manager,
The Benares State Bank Ltd., H.Q. S-20/52
A. K. Varuna Bridge, Varanasi (U.P.)-221001

AWARD

Government of India, Ministry of Labour vide their Order No. L-12012/280/2000/IR (B-I) dated 20-10-2000 referred the dispute of Pappu Kumar for adjudication on following issues:

“Whether the action of the Management of the Benares State Bank Ltd. in Terminating the services of Shri Pappu Kumar w.e.f. 22-11-1987 is justified? If not to what relief the workman is entitled for?”

Brief fact of the case of the claimant (workman Pappu Kumar) is that he was appointed to work as Electrician on the consolidated salary of Rs. 1500/- p.m. Apart from the regular work of Electrician work, he was assigned the works of other subordinate staff and he was also paid Rs. 15/- per day at the week end. The worker was also given golden polished coin from the bank in the year 1996. The services of the worker terminated on 22-11-1997 without assigning any reason. After his retrenchment bank appointed Sri Mukund on the post of deponent who was further replaced by Anoop Kumar who is still working in the bank. The case of the worker is that from 11, 1995 to 22-11-97 he has put up 1057 days services in accordance with section 25 B of the I.D. Act, 1947. The worker claims that he has not been given any notice before termination or salary in lieu of notice or retrenchment compensation and thus his retrenchment is carried out in gross violation of provision under section 25 F of the I.D. Act, 1947 and thus the termination is illegal. The worker has prayed that the date of termination dated 22.11.97 be declared as retrenchment and he should be reinstated with full back wages together with specific allowances and consequential benefits.

Benares State Bank, Varanasi has denied the allegations that Pappu Kumar was ever employed as Electrician of the Bank. The grounds mentioned are that Lahurav branch of the Bank there is no need to appoint a full time Electrician and therefore no post of Electrician is sanctioned in the branch. In order to meet out occasional electrical repairs of electrical equipments of the branch, electricians were called from market and they were paid from the electric and lighting account of the Bank. Such electrician called from market has never been engaged for full time in any day. No adhoc appointment/engagement of any person can be made without sanctioned post and without full time requirement, Pappu Kumar has no right to post and therefore the claim of Pappu Kumar is baseless. It is also alleged that the Bank Manager has no power to create post and appoint any 4th class employee and there was no relationship between the Bank and Pappu Kumar as employer and employee. The Bank has alleged that dispute is not covered by section 2(a) of the I.D. Act, 1947 and has alleged reference of the above facts is bad in law and worker Pappu Kumar is not entitled to any relief.

Following photo copies of the documents has been filed by the worker.

1. Photo copy of school leaving certificate of Pappu Kumar showing his date of birth as 2-7-79. Paper No.2/4
2. Photo copy of letter of Sr. Manager dated 22-11-96 address to Regional Manager, Eastern Lahurav branch, Varanasi. Paper No. 2/5, 5/9
3. Photo copy of Sr. Manager letter dated 14-3-97. Paper No. 2/6, 5/10

4. Photo copy of cheque amount Rs. 1500/- dated 29-9-1997 of Benares State Bank of India in favour of Pappu Kumar. Paper No. 4/3, 5/6.
5. Photo copy of cheque amount Rs. 1500/- dated 27-10-1997. Paper No. 4/4, 5/8.
6. Photo copy of debit slip amount Rs. 1350/- towards electric and lighting. Paper No. 5/7.
7. Photo copy of details of payment. Paper No. 5/11, 5/12.

Following documents have been filed by Benares State Bank;

1. Photo copy of profit & loss account electric and lighting charges for the year 1996-97. Paper No. 7/2 to 7/10.
2. Photo copy of salary sheet of Lahuravin branch for the month of Oct. and Nov. 1997. Paper No. 16 to 18.
3. Photo copy of man power planning. Paper No. 7/14, 7/15.
4. Photo copy of payment vouchers of electric and lighting fittings amount Rs. 1200. Paper No. 8/2.
5. Photo copy of payment of Rs. 1500/- dated 29-6-95. Paper No. 8/3.
6. Photo copy of electric and lighting charges Rs.1500/- Paper No. 8/4.
7. Payment about misc. expenses Rs.1 15/- dated 30-8-95. Paper No. 8/5.
8. Photo copy of Lighting charges payment receipt Rs. 1500/- of 29-9-95. Paper No. 8/6.
9. Photo copy of receipt of lighting charges Rs. 75/- dated 30-12-1995/ Paper No. 8/7.
10. Lighting charges receipt Rs. 1500/- dated 30-12-1995. Paper No. 8/8.
11. Photo copy receipt of electric charges Rs. 1500/- dated 9-12-1996. Paper 8/9.
12. Photo copy of receipt of lighting charges dated 30-5-96. Paper No. 8/10.
13. Photo copy of furniture repair receipt for Rs. 75/- only dated 29-6-96. PaperNo.8/11.
14. Photo copy of receipt of lighting charges Rs. 1000/- dated 29-6-96. Paper No. 8/12.
15. Photo copy on account of light charges Rs. 1500/- dated 30-11-96. Paper No.8/13.
16. Photo copy of receipt on account of light charges Rs.60/- Paper No.8/14.
17. Photo copy of receipt of electrical maintenance Rs. 1500/- dated 30-1-97. Paper No. 8/15.
18. Photo copy of receipt of Rs. 1500/- towards lighting charges dated 28-2-87. Paper No. 8/16.

19. Photo copy of cash receipt of lighting charges Rs. 1500/- dated 18-3-97. Paper No. 8/17.
20. Photo copy of electric maintenance receipt of Rs. 1500/- dated 30-6-97. Paper No.8/18.
21. Photo copy of electric maintenance receipt of Rs.1500/- dated 30-7-97. Paper No.8/19.
22. Photo copy of receipt of electric and lighting charges Rs.33/- dated 4-9-97. Paper No. 8/20.
23. Photo copy of lighting charges Rs.60/- dated 25-7-95. Paper No. 8/21.

The worker has filed following affidavits :

1. Paper No. 2 in support of claim petition .
2. Paper No. 3 in support of rejoinder.
3. Paper No. 5 in support of claim statement.

Management has filed following affidavits :

1. Affidavit of Sri S.P.Maheshwari in support of written statement. Paper No.6.
2. Affidavit of Smt. Samita Sachdeva. Paper No.9.

Pappu Kumar was cross-examined on 28-11-2001 by representative of the management. Smt. Somita Sachdeva has been cross-examined by the representative of workman on 25-1-2000.

Heard argues of representatives and perused the records.

The main issue is whether the worker Pappu Kumar was employed as Electrician on Jan. 1,1995 by the Benares State Bank, Lahuravin branch, Varanasi.

The worker has not filed any appointment letter in respect of his appointment. Although he alleges that he was working on salary of Rs. 1500/- per month.

The case of worker is that he was appointed orally by the Branch Manager of the Bank. It is admitted by the workman himself that his salary was not paid regularly instead he use to be paid as electric expenses. It is also allegation of the worker that he use to be paid Rs. 15/- per day besides salary of Rs. 1500/- at the end of week.

The worker has stated in his claim statement that from 1-1-1995 to 22-11-97 he worked for 1057 days continuously.

In the rejoinder the worker denied that he ever worked as Bijli Mistry.

In the affidavit paper No. 5 para 10 the worker has said that he was paid intermittently for various petty works on 2-11-96, 9-11-96, 14-11-96, 16-11-96, 23-11-96, 29-11-96, 30-11-96, 28-12-96, 27-2-97, 5-3-97, 12-3-97, 15-3-97, 20-3-97 and 25-7-97 for the amount ranging to Rs. 50 to 298.

In para 11 of the affidavit he has said that the services of the worker were terminated by oral order of the Branch Manager, Smt. Samita Sachdeva on 22-11-97 without assigning any reason.

Smt. Samita Sachdeva has filed affidavit paper No.9 and she has stated on oath that she worked in said branch since 17-9-96 to 2-2-98 in the capacity of the manager. She has also stated that there is no post of Electrician in the branch of the Bank and whenever the need arose the electrician was called from market and he was paid for the work done. She has also said that the manager of the branch has no power to appoint anybody. She has also stated that during the period she was manager of the Bank Pappu Kumar workman was never appointed and there was no relationship of employer and employee between the Bank and worker Pappu Kumar. She has proved the photo copy of the salary sheet for the month of Sept., Oct. and Nov. 1997 of the Bank.

I have gone through the salary sheet filed by the management pertaining to Sept. 97, Oct. 97 and Nov. 1997 I don't find the name of worker Pappu Kumar in those statements.

Pappu Kumar in his cross-examination he admitted that he has not received any training in Electrical trade. He has also not proved that he undergone the training in hardware and software technology of the computer.

The worker has also denied that there was any advertisement for the recruitment of Electrician. The worker has not filed any copy of application which could prove that he applied for the post of Electrician and he was selected.

He was specifically questioned that his salary was not disbursed from the salary sheet as alleged, by him then why he did not raise objection for payment of dues from electrical head. The worker simply replied that he did not object.

Regarding the date of payment he said that

जब काम करता था तब भुगतान नहीं मिलता था बल्कि भुगतान 30 तारीख को होता था।

He admits that there is no dues on the bank. He has been questioned whether he obtained any certificate for working in the bank. He replied

मुझे बैंक में काम करने का कोई प्रमाण पत्र नहीं मिला है मेरा कोई भुगतान सेलरी शीट पर नहीं बनता था।

The worker has admitted that there is no post of Electrician in branch Lahuravin of the Bank.

The worker alleged in the affidavit in para 11 page 5/3 that he was terminated of the order of Branch Manager on 22-11-97 without assigning any reason.

The worker was cross-examined with Smt. Somita Sachdeva who has filed affidavit. Paper No.9. To the question from workman she has replied.

पप्पू कुमार कभी बैंक सेवा में नहीं था बैंक में बिजली से चलने वाले यन्त्रों के लिये समय-समय पर भिन्न मिस्त्री बुलाये जाते थे। पप्पू कुमार से जब कार्य लिया गया उस समय उसकी कोई शिकायत नहीं मिली जहाँ तक मेरी जानकारी है।

Smt. Somita Sachdeva in his cross-examination has aid that there was a agreement for installation of hardware and software with HCL & TCS.

Smt. Somita Sachdeva has been questioned about the operation of generator she replied that

जनरेटर का ठेका इण्डियन मेडिकल एसोसिएशन से था जिनके मकान में शाखा थी जनरेटर चलाने के लिये उन्हों का आदमी काम करता था।

Smt. Somita Sachdeva has specifically denied that Pappu Kumar was employed from 1-1-95 to 22-11-97 for day to day work.

I have perused General ledger for the period from 1-1-96 to 31-12-97 which is filed by the Benares State Bank. I found following enteries with regard to cash debit to Pappu Patel :

1. Dated 31.1.96 cash debit amount Rs. 1500.
2. Dated 30.10.96 cash debit amount Rs. 1500.
3. Dated 2.11.96 cash debit amount Rs. 12.50.
4. Dated 9.11.96 cash debit amount Rs. 90.
5. Dated 14.11.96 cash debit amount Rs. 40.
6. Dated 16.11.96 cash debit amount Rs. 75.
7. Dated 23.11.96 cash debit amount Rs. 90.
8. Dated 29.11.96 cash debit amount Rs. 156.
9. Dated 30.11.96 cash debit amount Rs. 60.
10. Dated 30.11.96 cash debit amount Rs. 1500.
11. Dated 28.12.96 cash debit amount Rs. 90.
12. Dated 30.1.97 cash debit amount Rs. 1500.
13. Dated 27.2.97 cash debit amount Rs. 20.
14. Dated 5.3.97 cash debit amount Rs. 197.
15. Dated 5.3.97 transfer debit Rs. 15198.
16. Dated 12.3.97 cash debit amount Rs. 15.
17. Dated 15.3.97 cash debit amount Rs. 90+ 345.
18. Dated 22.3.97 cash debit amount Rs. 90.
19. Dated 25.3.97 cash debit amount Rs. 96.
20. Dated 30.7.97 cash debit amount Rs. 1500.

The worker has filed two letters purported to be the letters of Sr. Manager Lahuravin branch, Varanasi dated 22. 11.96 and 14.3.97 to support his claim that he was appointed as Electrician. The photo copy of the said letters were filed by the workman along with statement of claim which are on paper No. 2/5 and 2/6 but worker has not dared to say on oath as to who signed as Sr. Manager. The genuineness of these letters have not been admitted by the opposite party the Bank. The letter dated 22.11.96 reads as follows :

"We are enclosing herewith a request letter-cum-application dated 22.11.1996 of our Electrician who has been working in the Branch of maintenance of

Computer wiring and electrical maintenance since April 1995 for enhancement in his remuneration to Rs. 2000/- from Rs. 1500/- per month (consolidated). He is paid Rs. 1500/- per month (consolidated) through cash by debit to electrical expenses/charges, though the approval for the same is not our record. So please accord approval of the same and kindly consider his request for enhancement in his remuneration from Rs. 1500/- to Rs. 2000/- per month (consolidated)."

Another letter dated 14.3.97 reads as follow :

"We invite your kind attention to our letter dated 22.11.1996 forwarding therewith the application of Pappu Kumar Patel, Electrician at our branch for enhancement in his remuneration to Rs. 2000/- from Rs. 1500/- per month (consolidated). Kindly favour us by your suitable decision in the matter."

On the one hand the worker himself has not proved the documents on the other he has not put any question to Smt. Somita Sachdeva with regard to these two letters. Therefore the aforesaid two letters loses its evidentiary value.

The A/R of the workman has argued the workman Pappu Kumar that he worked as electrician from 1.1.95 to 22.11.97 continuously which is more than 1057 days including 240 days every year. The Lahuravin branch was computerised from 1.1.95 and for maintenance of computer the Bank needed working electrician and for this purpose Pappu Kumar was appointed and as such Pappu Kumar was working as Electrician for the maintenance of Computer and electrical work in order of facilitate the working of the Bank during its working hour and he was paid regular salary and his working and behaviour was satisfactory. Smt. Somita Sachdeva recommended for hike of his salary from Rs. 1500 to Rs. 2000 per month and the certificate for his continuous working was also issued by the Manager as Electrician. As electrician worker completed 240 days.

It is also argued that in addition that working of Electrician Pappu Kumar also used to other works like bringing salary getting documents, photostat copy, posting letters depositing electrical bills and telephone bill for which he was also paid.

In reply management's argument, A/R of the workman has argued that the management contention is not acceptable that the full time electrician was not needed and whenever necessity arose Bijli Mistry was fetched from the market. It is argued that Pappu Kumar has no firm and he was not working in any electrical shop in the market but Pappu Kumar was engaged by the Bank on regular basis.

Learned Counsel for the workman has also argued that there was no contractor from electrical or any firm for electrical work of the Bank.

Learned Counsel for the workman has argued that distance between office and house is about 10 Km. and

therefore it cannot be possible for the Bank to call for the services of Pappu Kumar for electric maintenance work. It is wrong to say that every time Pappu Kumar was called for work. It is not possible every time for the bank peon to cover such a long distance to call Pappu Kumar from his house.

A/R of the workman argued that the Bank has raised objection that Pappu Kumar was not a regular Electrician on the rolls of the Bank and he was not paid salary but the worker's name has been given on the letter of the Branch Manager dated 22.11.96. It proves that Pappu Kumar has been working since 1.4.95 to 22.11.97 and this is continuous service for more than 240 days in a calendar year. The letter dated 22.11.96 and 14.3.97 further confirm that Pappu Kumar was getting Rs. 1500/- per month and the Manager has recommended for enhancing for Rs. 2000/ per month and these are letters on record of the Tribunal. The fact is that there was a clear vacancy in the branch and it is also noteworthy that another electrician engaged when Pappu Kumar filed case bank removed the services of electrician.

On the other hand management's argument is that Smt. Somita Sachdeva who is presently working as Regional Manager, Lucknow and worked as Manager from 17.9.96 to 2.2.98 to Lahuravin branch, Varanasi and she has denied any appointment of Pappu Kumar. Salary sheet for the month of Sept., Oct. 1997 have been filed to show that the name of Pappu Kumar was not on the salary sheet on these months. The opposite party has also argued the post of Electrician has not been sanctioned for the Lahuravin branch. In order to meet occasionally requirements of repairing of electrical equipments technician called from market for 1 or 2 hours as and when required and Bank has paid electric and lighting charges account. The Bank Manager has no power to appoint any class four employee and Pappu Kumar was never appointed in the Bank and there was no relationship of employer and employee between Pappu Kumar and the Bank. Pappu Kumar has not filed any document that he has worked in month of March 1996, Dec. 96, April 97, May 97 and August 97 and he fail to prove his working for 240 days prior to his termination. The statement that he was employed on consolidated salary of Rs. 1500/- per month is falsified from the fact that he received different amount as per quantum of work as per following details:

1. April 1995 Rs. 1200/-
2. Jan. 1996 Rs. 1000/-
3. Sept. 1997 Rs. 1350/-

Learned Counsel for the management has argued in his cross examination the Pappu Kumar admitted that he has no Diploma and has no knowledge of hardware and software of the Computer and there was no advertisement of post of Electrician. He has not filed any application seeking appointment on the post of Electrician. The Bank has not given any appointment letter or termination letter.

The worker has not raised orally or in writing in connection his payment with electric and lighting charges. He has also admitted that no payments is due from the Bank. He has not filed any documents regarding his work. He admitted that he is not paid salary rather he was paid from misc. expenses. It is important to mention that he admitted in his cross examination there is no post of Electrician in the branch. Thus from the cross examination of Pappu Kumar it is clear that there was no relationship of employer and employee between Bank and Pappu Kumar. He was a independent mechanic. The management of the Bank used to call Mistri from market when need arises and under these circumstances he happens to visit bank as and when the electric work is required , in his absence other mechanic are also called for electrical work. There was no contract of any kind between the Bank and Pappu Kumar.

The Supreme Court of India has held that for appointment there must be administrative instructions or statutory rules without which no appointment can be made.

On hearing arguments & perusing the record carefully I come to the conclusion that there is no letter of appointment in favour of the worker Pappu Kumar to prove that he was appointed as Electrician. As I have discussed earlier that two photo copy of letters purported have been signed by Sr. Manager dated 22.11.96 and 14.3.97 has been filed to prove that the worker Pappu Kumar was the employee of the Bank at the consolidated salary of Rs. 1500/- per month. I have already discussed that the said letters has not been proved by the worker. Smt. Somita Sachdeva has proved that she was the Manager of the Bank and this was not suggested to the Branch Manager who was cross examined on 25.1.2002 that she has signed such letters. In the circumstances the letters dated 22.11.96 and 14.3.97 are waste papers.

There was no advertisement for filling the vacancy of the Electrician in the Bank. Admittedly there was no termination order in writing. Admittedly the worker does not possessed any qualification for the work of Electrician therefore there is no documentary evidence to prove that Pappu Kumar was appointed as Electrician. There could be no such appointment on the post of Electrician as Pappu Kumar himself admitted as there is no post of Electrician in the Lahuravin branch of the Bank. There is no reason to believe that Bank will conceal the fact of the appointment.

A/R of the worker has emphasised that computer were installed on 1.1.1995 and there arose the necessity of a full time Electrician. I have given considerable thought to this argument. It is noteworthy that Pappu Kumar has not proved that he has expertise in hardware and software technology of the computer. Worker Pappu Kumar himself admitted in the cross examination that he has not undergone any course with regard to hardware and software. In case any one needs the help of computer engineer of the firm then the firm which supplied the computer can assist

the Bank. In the circumstances the argument of the A/R of the worker have no basis.

It is noteworthy that the worker has not alleged in the pleadings that he applied for the recruitment on the post of Electrician. Had he applied, he should have pleaded, the date month and year of the application meaning thereby, he did not apply, therefore it is not pleaded. He tries to say in the cross examination that he applied. Pappu Kumar the worker should have got the application summoned but has not done so. Therefore, I come to the conclusion that the Pappu Kumar has not applied for the post of Electrician.

On the one hand it is not proved that the worker was appointed on the post of Electrician as alleged on the other hand he had admitted that he was not paid salary on the salary sheet of the Bank. Salary of the Bank employees is prepared on the salary sheet. He is also aware of the fact and to counter the said fact by pleadings para 6 of the claim that he was not paid regular salary but was paid on account.

बिजली खर्चों के रूप में लाभ हानि खाता।

Thus, according to Pappu Kumar he was not paid salary as such but was paid in the shape of electrical expenses. He is aware that he received petty amount therefore he pleaded himself in para 7 as under.

यह कि प्रार्थी उक्त शाखा में कम्प्यूटर वायरिंग तथा बिजली से सम्बन्धी परियोषण के अतिरिक्त सहायक कर्मचारी के अन्य कार्य जैसे शाखा के लिए स्टेशनरी लाने फोटोस्टेट कराने, डाक लगाने, टेलीफोन तथा बिजली के बिल जमा करवाने तथा समय-समय पर अपेक्षित अन्य कार्य भी करता जिससे सम्बन्धित भुगतान प्रार्थी को उसके पक्ष में अलग वाउचर द्वारा किया जाता था यह भी निवोदित है कि सहायक कर्मचारी के कार्य के एवज में प्रार्थी को रु. 15/- प्रतिदिन की दर से अतिरिक्त सप्ताहान्त में भुगतान किया जाता था जिससे संबंधित अभिलेख शाखा में विद्यमान है।

Worker has not specifically pleaded the date on which he carries the dues of such Sahayak Karmchari. In case he was posted as Electrician in the Bank, there is no scope for payment to the work done which are performed by class four employees. A person employed as Electrician in the Bank who does not get regular salary in the manner in which other employees get, he ought to have represented but he kept mum. This to enables the Tribunal to draw adverse inference against the worker that he had no grievances. On the one hand the worker has not represented for payment from the account of misc. expenditure, on the other hands Divisional Manager of the Bank files a affidavit in support of written statement of which paras 2, 5 and 8 are as under :

(2) That Sri Pappu Kumar was neither employed as Electrician in Lahuravin branch of the Bank or any post of Electrician has been sanctioned for the branch.

(5) That there was no employer and employee relation between Pappu Kumar and the Bank as such neither the

Bank is employer of Pappu Kumar is a workman as defined under section 2 (g) & 2 (s) of the I.D. Act., 1947 respectively.

(8) That in whatever of the matter may adhoc engagement of any person without sanctioned and without full time requirement, with a view to meet out occasioned and casual requirement does not have any right to post and therefore claim of Pappu Kumar, if any, is baseless and likely to be dismissed.

According to the documents filed by the Bank Pappu Kumar has been paid following amount;

1. 29-4-95 amount Rs. 1200 on account of electric & light charges.
2. 29-6-95 amount Rs. 1500 on account of electric and light charges.
3. 29-7-95 amount Rs. 1500/-+ 60 on account of electric and light charges = 1560/-.
4. 30-8-95 amount Rs. 115 on account of misc. expenses.
5. 29-9-95 amount Rs. 1500 on account of electric & light charges.
6. 4-7-95 amount Rs. 60/- on account of light and electric charges.
7. 30-12-95 amount Rs. 1500/-+ 75 on account of electric and light charges = 1575/-.
8. 19-2-96 amount Rs. 1500/- on account of light charges.
9. 30-1-96 amount Rs. 1500/- shown in general ledger.
10. 30-5-96 amount by cash Rs. 1500 on account of light and electric charges.
11. 29-6-96 amount Rs. 75/- on account of furniture repairs.
12. 29-6-96 amount Rs. 1000/- paid in cash on account of light & electric charges.
13. 30-10-96 amount Rs. 1500/- paid in cash on account of light & electric charges.
14. 2-11-96 amount Rs. 12.50 paid in cash.
15. 9-11-96 amount Rs. 90/- in cash on account of electric and light charges.
16. 14-11-96 amount Rs. 40/- in cash on account of electric and light charges.
17. 16-11-96 amount Rs. 75/- in cash on account of electric and light charges.
18. 23-11-96 amount Rs. 90/- in cash on account of electric and light charges.
19. 29-11-96 amount Rs. 156/- in cash on account of light and electric charges.
20. 30-11-96 amount Rs. 1560/- in cash on account of electric and light charges.
21. 28-12-96 amount Rs. 90/- in cash on account of electric and light charges.
22. 30-1-97 amount Rs. 1500/- in cash.

23. 27-2-97 amount Rs. 20/- in cash on account of light and electric charges.
24. 28-2-97 amount Rs. 1500/- in cash on account of electric and light charges.
25. 30-3-97 amount Rs. 197/- in cash and Rs. 15198/- by transfer.
26. 5-3-97 amount Rs. 15/- in cash on account of electric and light charges.
27. 22-3-97 cash payment Rs. 90/-.
28. 15-3-97 amount Rs. 435/- in cash on account of electric and light charges.
29. 18-3-97 amount Rs. 1500/- in cash on account of electric and light charges.
30. 30-6-97 amount Rs. 1500/- in cash on account of electric and light charges.
31. 25-7-97 amount Rs. 96/- in cash on account of electric and light charges.
32. 30-7-97 amount Rs. 1500/- in cash on account of light and electric charges.
33. 4-9-97 amount Rs. 33/- in cash on account of electric and light charges.
32. 30-7-97 amount Rs. 1500/- in cash on account of light and electric charges.
33. 4-9-97 amount Rs. 33/- in cash on account of electric and light charges.

Bank has filed paid vouchers paper no. 8/2 to 8/21 which all refer to account of lighting charges except one of furtnture repair.

According to the worker Pappu Kumar there is no amount due on the Bank in respect of the salary, but on 29-9-95 he was paid Rs.1200/- only, he was not paid any amount in May 1995. He was not paid in Oct. 1995, Nov., 1995, like was in many months he was not paid.

According to the pleadings in the statement of claim as he was employed as Electrician in the salary of Rs. 1500/- per month and there was terminated on 22-11-97. He states in his cross examination he said no dues on the bank but from the statement above it shows that sometimes in the particular month the worker has been paid less than 1500/- and sometime he has been paid in excess of Rs. 1500/- and in some months they have not been paid.

For the excess payment he comes out with the plea that he was paid at their rate of Rs. 15/-per day in lieu of the work done of other employees. To prove this fact he merely filed his own affidavit which has not been corroborated by any employee of the Bank. On 4-9-97 he was paid Rs. 33/- only which he has not justified. On 2-11-96 Pappu Kumar has been paid Rs. 12.50. On 14-11-96 he has been paid Rs. 40/- On 27-2-97 Pappu Kumar has been paid Rs. 20/-. On 25-7-97 Pappu Kumar was paid Rs. 96/-. There is no explanation for these amounts. The management arguments is that as and when the exeqencies arose the Electrician was called from

the market to attend the electrical break down and machineries and Bank has met those expenses. It is no denied the Pappu Kumar has not been paid amount aforesaid but it is argued that payment made towards work done i.e. to say on the volume of work. A/R of the worker has argued that the management argument can not be considered, the worker Pappu Kumar was not living near the Bank Branch at Lahirav in rather he was staying 10 Km. away and it would not be possible from the peon of the Bank to call for the services of Pappu Kumar. Argument of the A/R of worker, the counsel for the Bank has argued it is none of business of Bank to find out the residence of the mechanic who came to attend the electrical or other works. Only duty of the Bank Manager is to assess the quantity of work done by the mechanic (Mistry) and pay. The Bank Manager will not bother from where Mistry comes and where he goes. He is satisfied so long as the work is done against the payment. If Pappu Kumar made him available to attend the urgent work it is sufficient for the Bank to pay but certainly with no stretch of imagination it could be held that it was in the form of salary. He has further argued that had he been working as workman in the Bank as he alleges then any of the Peons/Clerks could have come to the court to support the case of Pappu Kumar.

The counsel for the management argued the worker takes side of worker and not of the management. Had Pappu Kumar been salaries employee he could have brought the co-employee to support his claim by deposing on oath that Pappu Kumar was a employee.

From the discussions above I come to the conclusion that Pappu Kumar is not a qualified Electrician who could be appointed as an Electrician. There is no post of Electrician in the Bank. There is no advertisement for filling vacancy of the Electrician. Pappu Kumar never applied for appointment as Electrician.

I also come to the conclusion that payment made to him by the Bank were in nature of electrical repairing, maintenance of electrical equipments. The payments so made are not in the shape of salary. Therefore the Pappu Kumar was not paid as salary on the salary sheet instead he was paid from the account of electrical and lighting head. It is not only Pappu Kumar who was engaged for electrical work for occasional work and they were paid for electrical charges. Therefore there is no relationship of worker and employer between Pappu Kumar and the Bank. Therefore I come to the conclusion that Pappu Kumar was not employed as Electrician on 1-1-95 by the Bank and since he was not appointed as an Electrician therefore the question of termination does not arise.

During the pendency of the dispute Pappu Kumar moved an application that Benaras State Bank Ltd., Varanasi have been merged in the Bank of Baroda and therefore he requested that the Bank of Baroda may added as a party. The application was allowed by the then Presiding Officer on 14-11-2002.

On the above findings that Pappu Kumar was not the worker of the Benaras State Bank and therefore there was no relationship of employer and employee between Pappu Kumar and Benaras State Bank. I come to the conclusion that there was no termination as such and therefore the issue referred to the Tribunal is decided accordingly and Pappu Kumar is not entitled to any relief.

LUCKNOW

Dated 28-4-2003

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 29 मई, 2003

का.आ.1764.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कार्पोरेशन लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई न. 2 के पंचाट संदर्भ संख्या 167/99 को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-03 को प्राप्त हुआ था।

[सं. एल.-30012/18/99-आई.आर. (विविध)]

बी.एम. डैविड, अवर सचिव

New Delhi the, 29th May, 2003

S.O.1764.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/99) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 29-05-03.

[No. L.-30012/18/99-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT.

S.N. Saundankar

Presiding Officer

Reference No. CGIT-2/167 of 1999.

Employers in Relation to The Management of the
Dy. Manager (IR), Bharat Petroleum Corp. Ltd.

Western Region, Bharat Bhawan,

Bharat Bhawan, 4&6, Currimbhoy Road,

Ballard Estate,

Mumbai 400 038.

V/S.

Their Workmen

The Secretary General,
Petroleum Employees Union,
Tel-Rasayan Bhavan,
Tilak Road, Dadar,
Mumbai 400 014.

APPEARANCES:

For The Employer : Mr. R. S. Pai Advocate.
For The Workmen : Mr. Jaiprakash Sawant
Advocate.

Mumbai Dated 7th May 2003

AWARD—PART-II

By the Interim Award dt. 2-12-02 this Tribunal held that the domestic inquiry conducted against the workman Pawar was as per the Principles of Natural Justice and the findings of the inquiry officer are not perverse. Consequently the only point crops on the quantum of punishment in the light of the provisions of Section 11-A of the Industrial Disputes Act, 1947. Both the parties did not lead oral evidence vide purshis (Exhibit-31/32). On hearing both the sides the matter was fixed for Award. However, today taking the matter on board vide purshis (Exhibit-36) workman contended vide purshis (Exhibit-37) that he does not wish to prosecute the reference and the same be disposed of. Hence the following order is passed:

ORDER

Reference stands disposed of for non-prosecution
vide purshis (Exhibit-37).

S. N. SAUNDANKAR Presiding Officer
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, MUMBAI

Reference No. CGIT-2/167 of 1999

Employers in relation to the management of Bharat
Petroleum Corporation Ltd., Mumbai

Vs.

Their workman, Shri Vijay R. Pawar

Application for disposing of the reference for
want of prosecution

MAY IT PLEASE YOUR HONOUR

The workman, Vijay R. Pawar, prays that this Hon'ble
Tribunal may be pleased to dispose of the above reference
as the workman does not want to press for the same and
does not want to prosecute further.

For this act of kindness, the workman as in duty
bound shall ever pray.

Vijay R. Pawar, Workman

Mumbai

Date : 7-5-2003

Identified by me,

Jaiprakash Sawant, Advocate, High Court

नई दिल्ली, 29 मई, 2003

का०आ०1765.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्कल इलेक्ट्रो
कास्टिंग प्रा. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों
के बीच, अनबुध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक
अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 158/2001) को प्रकाशित
करती है, जो केन्द्रीय सरकार को 29-05-03 को प्राप्त हुआ था।

[सं० एल०-29012/83/97-आईआर (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 29th May, 2003

S.O. 1765.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947, (14 of 1947) the Central
Government hereby publishes the award (Ref. No. 158/
2001) of the Central Government Industrial Tribunal-cum-
Labour Court, Bhubaneswar as shown in the Annexure in
the Industrial Dispute between the employers in relation
to management of Utkal Electro Casting Pvt. Ltd. and their
workman, which was received by the Central Government
on 29-5-03.

[No. L-29012/83/97-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS (Sr. Branch).

Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 158/2001

Date of Conclusion of the hearing - 30th April, 2003

Date of Passing Award—20th May, 2003

Between:

The Management of the Managing Director,
Utkal Electro Casting Pvt. Ltd., (Civil
Construction Division), Plot No. 2650,
Friends Colony, Cuttack - 753 001.

1st Party-Management.

AND

Their Workman, Shri Lutan Singh.
Represented through the Secretary,
United Mines Mazdoor Union, Anil
Smriti Sadan, Barsuan - 770 041,
Dist. Sundargarh.

... 2nd Party-Union.

APPEARANCES:

None For the 1st Party-
Management.

Shri A. Choudhury For the 2nd Party-
Union.
Vice President.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/83/97-IR (Misc.), dated 19-2-1998:

"Whether the action of the Management of M/s. Utkal Electro Casting Pvt. Limited in terminating the services of Shri Lutan Singh, Semi-skilled worker without following the principles of natural justice is justified? If not, to what relief the workman is entitled to?"

2. The case of the 2nd Party is that the 1st Party-Management was appointed as a Contractor by the Steel Authority of India Limited, R.M.D. for execution of water treatment Reclamation Plant at Barsuan Iron Mines in the month of February 1990. To execute the said work the 2nd Party was engaged by the said Contractor. The employment card, gate pass were issued to the 2nd Party by the 1st Party-Management and he was included in the roll of the 1st Party-Management. While he was working the 1st Party-Management did not take any step for renewal of identity card and gate pass after 13-5-1995. Thereafter, without following due procedure of law the 1st Party-Management has terminated his service with an ulterior motive. Further case of the 2nd Party is that when on 13-5-1995 the gate pass was not issued, he intimated the said fact to the site Incharge Officer, but there was no result. Inspite of his repeated request no action was taken. So, he raised the dispute before the Asst. Labour Commissioner (Central) who called both the parties for conciliation. The 1st Party-Management has remained absent and accordingly the exparte proceeding was recorded on 16-12-1996 and thereafter the present reference has been made. According to the 2nd Party the termination of his service is illegal. So, he has prayed for reinstatement from 13-5-1995 with all service benefits.

3. The 1st Party-Management has filed their Written Statement. The 1st Party-Management has admitted the engagement of the 2nd Party in Barsuan Water Reclamation Plant. It has been pleaded that, he frequently instigated the other workmen to stop the work and was abusing the Officer of the 1st Party-Management in filthy language and assaulted them. It has been further pleaded that, the 2nd Party also was involved in theft case. The 2nd Party also threatened the other workers not to work under the 1st Party-Management. As the conduct of the 2nd Party was unbearable, he was warned on 8-5-1992 in writing and again the 2nd Party repeated the previous conduct. He was not discharging his duties properly and was playing cards during the duty hour and when there was protest he assaulted the other workmen. So, the 1st Party-Management thought it proper not to engage him and did not renew his gate pass and he was disengaged.

4. On the above pleadings of the parties, the following Issues have been settled :

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the Management of M/s. Utkal Electro Casting Pvt. Limited in terminating the services of Shri Lutan Singh, Semi-skilled worker without following the principles of natural justice is justified?

3. If not, to what relief the workman is entitled?

5. It may be stated here that, after filing of the Written Statement, the 1st Party-Management remained absent and he has been set exparte by Order No. 36, dated 17-12-2002. The 2nd Party has filed the affidavit in support of his case.

FINDINGS**ISSUE NO. I**

6. The engagement of the 2nd Party has been admitted by the 1st Party-Management in their Written Statement. The 2nd Party being a workman under the 1st Party-Management and when he has been disengaged he raised the dispute and the Government of India after proper application of mind has made the reference to the Tribunal for adjudication. No materials have been placed on behalf of the 1st Party-Management to convince the Tribunal that the reference is not maintainable. So, I am of the opinion that the reference is maintainable.

ISSUE NO. II

7. The grievance of the 2nd Party is that, he has been disengaged without any notice and his gate pass was not been renewed since from the year 1994. The 1st Party-Management has taken the stand that, the behaviour and conduct of the 2nd Party is unbearable and he was creating all the disturbances and was instigating other workmen against the 1st Party-Management for which his gate pass was not renewed. But unfortunately the 1st Party-Management has not produced any evidence in support of their stand. The 2nd Party has not produced any documents that he was appointed by the 1st Party-Management. His case is that he was engaged and admittedly the 1st Party management is a contractor. When no materials have been placed by the 1st Party Management to support their stand so it can be said that his disengagement was not justified. Hence, this Issue is answered accordingly.

ISSUE NO. III

8. Admittedly, the disputant is not working since 1995. No materials have been placed by the 2nd Party as to whether the 1st Party-Management is still working as a Contractor under the Steel Authority of India Limited. If the 1st Party-Management, Contractor is still in service he should re-engage the 2nd Party-Workman as before.

9. Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 2 जून, 2003

का. आ. 1766.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.बी.एस.ई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/प्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2003 को प्राप्त हुआ था।

[सं. एल-42012/295/99-आई.आर. (डीयू)]
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd June, 2003

S. O. 1766.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CBSE and their workman, which was received by the Central Government on 2-6-2003.

[No. L-42012/295/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

न्यायालय अम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज०)

पीठासीन अधिकारी : अनुल कुमार जैन, आरएचजेएस

सीआईटीआर 4/2000

1. दिलीप कुमार पुत्र पांचूलाल बनाम सेंट्रल बोर्ड ऑफ सैकेंड्री निवासी-1342/8 भगवानगंगा, एज्यूकेशन, जरिये क्षेत्रीय अजमेर अधिकारी, सी.बी.एस.ई. अजमेर

5/2000

2. जितेंद्र कुमार पुत्र ओमप्रकाश बनाम क्षेत्रीय अधिकारी, नि.-गोविंदपुरा, अजमेर सी.बी.एस.ई., अजमेर

6/2000

3. विशालसिंह पुत्र भैरूसिंह बनाम क्षेत्रीय अधिकारी, नि.-989/32 अलवर गेट, सी.बी.एस.ई., अजमेर अजमेर

उपस्थित : श्री बी. एल. सेवरिया, एड. श्रमिक पक्ष की ओर से।

श्री एल. के. सोगानी, एड. बोर्ड की ओर से।

दिनांक : 13-5-2003

अवार्ड

भारत सरकार द्वारा भेजे गये उक्त तीनों रेफरेंसों में तथ्य एवं वाद बिंदु लगभग समान हैं अतः तीनों रेफरेंसों का समान आदेश के द्वारा सुगमता से निपटारा किया जा सकता है।

हमारे समक्ष विचारणीय बिंदु यह है कि क्या 28-5-99 को तीनों श्रमिक प्रार्थीगण दिलीप कुमार, जितेंद्र कुमार तथा विशालसिंह को

जूनियर असिस्टेंट के पद से विपक्षी द्वारा टर्मिनेट किया जाना वैधानिक एवं उचित था एवं यदि नहीं तो उक्त श्रमिकगण किस अनुतोष के अधिकारी हैं ?

श्रमिकगण ने स्टेटमेंट ऑफ क्लेम दि. 30-6-2000 को हमारे न्यायालय में पेश किये थे तथा विपक्षी की ओर से जवाब दि. 11-5-01 को पेश किये थे। तीनों पत्रावलियों में प्रार्थी श्रमिक ने साक्ष्य में खुद का हलफनामा पेश किया है तथा उससे विपक्षी ने जिरह की है। सभी पत्रावलियों में विपक्षी की ओर से एस. देवदास, क्षेत्रीय अधिकारी, केन्द्रीय बोर्ड सैकेंड्री शिक्षा, अजमेर तथा एम. एल. चौहान अनुभाग अधिकारी, सी.बी.एस.ई. अजमेर के शपथ पत्र पेश हुए हैं तथा उनसे प्रार्थी श्रमिकगण के बकाल श्री बी.एल. सेवरिया ने जिरह की है। श्रमिकगण की ओर से दस्तावेजात् प्रदर्श डब. 1 लगायत डब. 8 तथा नियोजक की ओर से हाजरी रजि. की नक्लें प्रदर्श एम 1 तथा प्रदर्श एम 2 पेश किये गये हैं।

श्रमिक पक्ष का तर्क है कि सी.बी.एस.ई. अजमेर में जूनियर असिस्टेंट का कार्य स्थाई प्रकृति का था जो साल में बारहों महीने चलता था तथा चूंकि सभी तीन श्रमिकगण ने उस पद पर उन्हें नौकरी से हटाये जाने से पूर्व के वर्ष में 240 दिन से अधिक समय तक स्थानातार कार्य किया था अतः उनका कहना है कि उन्हें धारा 25एफ औद्योगिक विवाद अधि. के तहत नियमानुसार रिट्रेंचमेंट नहीं किये जाने की वजह से निरंतर सेवा में मान लिया जावे तथा फुलबैक वेजेज उन्हें 28-5-99 से पुनः सेवा में लिये जाने तक के लिए दिलायें जावें। सभी प्रार्थी श्रमिकगण 2000/- रु. के नियत मासिक वेतन पर बोर्ड द्वारा लगाये गये थे। श्रमिक पक्ष का यह भी कहना है कि उनकी सेवाओं को नियमित भी किये जाने के आदेश भी पारित किये जावें।

विपक्षी सी.बी.एस.ई. अजमेर का कहना है कि अस्थाई प्रकृति के कार्य हेतु आठ माह की नियत अवधि के लिए 2000/- रु. प्रतिमाह पर तीनों श्रमिकों को जूनियर असिस्टेंट के पद पर बोर्ड ने लगाया था तथा 28-5-89 को उनकी कांट्रैक्चुअल अपाइंटमेंट की अवधि पूरी होने पर उन्हें सेवा से हटा दिया था। विपक्षी का कहना है कि वर्तमान मामले पर औद्योगिक विवाद अधि. की धारा 1947 की धारा 2(00) (बीबी) लागू होती है तथा प्रार्थी श्रमिकगण का टर्मिनेशन रिट्रेंचमेंट की परिभाषा में नहीं आता है अतः श्रमिकगण धारा 25एफ औद्योगिक विवाद अधि. 1947 के तहत कोई लाभ पाने के अधिकारी नहीं हैं।

विपक्षी के गवाह श्री एस. देवदास ने जिरह में बताया है कि नियुक्ति के समय उन्होंने श्रमिकों के नाम रोजगार कार्यालय से मंगाये थे तथा फिर उनकी परीक्षा व साक्षात्कार लिये जाने के बाद एवं मेडिकल जांच के बाद ही उनको नियुक्ति प्रदान की गयी थी। वह कहते हैं कि यह गलत है कि उक्त श्रमिकों को हटाने के बाद उन्होंने नये श्रमिकों को काम पर रखा हो। वह कहते हैं कि प्रार्थी श्रमिकगण जो काम करते थे वह काम अब बोर्ड नियमित कर्मचारियों से करवाती है। इस गवाह का कहना है कि परीक्षा के दिनों में उनके यहां कार्य बढ़ जाता है तथा प्रार्थी श्रमिकगण से लिया गया कार्य सीजनल प्रकृति का होने के कारण उन्हें केवल मात्र आठ माह के लिए कांट्रैक्चुट बेसिस पर नियुक्त किया गया था। यह गवाह कहता है कि अक्टूबर से मई माह में बोर्ड ऑफिस में कार्य की अधिकता रहती है। उभयपक्ष के अन्य गवाहान् ने श्री देवदास के बयानों को नहीं झूठलाया है।

प्रार्थी श्रमिकगण का कहना है कि कॉटेक्चुअल अपाइंटमेंट की आई में विपक्षी बोर्ड धारा 25एफ औद्योगिक विवाद अधि. 1947 के प्रावधानों की अनदेखी कर रहा है तथा 240 दिन का प्रत्येक श्रमिक का एक वर्ष में सेवाकाल पूरा होने पर भी उसे न तो सेवा में नियमित किया जा रहा है और न ही सेवा में बहाल किया जा रहा है।

इस प्रकरण में हमारे समक्ष उभय पक्ष ने स्वीकार किया है कि सभी तीन श्रमिक प्रार्थीगण ने उन्हें नौकरी से हटाये जाने से पूर्व बोर्ड ऑफिस में विपक्षी के यहाँ एक वर्ष में लगातार 240 दिन से अधिक समय के लिए जूनियर असिस्टेंट के पद पर दो हजार ८० प्रतिमाह समेकित वेतन पर कार्य किया है। धारा 2(00) (बीबी) औद्योगिक विवाद अधि. 1947 में स्पष्ट बताया गया है कि यदि नियोजक अपने यहाँ श्रमिकों को किसी संविदा के तहत नौकरी पर रखता है एवं संविदा की अवधि पूरी होने पर यदि संविदा का नवीनीकरण नहीं किया जाता है तो संविदा अवधि की समाप्ति पर श्रमिक का टर्मिनेशन औद्योगिक विवाद अधि. के तहत रिट्रैटमेंट (छंटनी) की परिभाषा में नहीं आयेगा और ऐसे मामलों में जाहिर है कि धारा 25 एफ. औद्योगिक विवाद अधि. 1947 लागू नहीं की जा सकती है। सीजनल प्रकृति के कार्यों के लिए श्रमिकों को संविदा के तहत निश्चित अवधि के लिए कार्य पर लगाया जाना इंडस्ट्रियल लॉ में अनुचित नहीं माना गया है। माध्यमिक शिक्षा पद, यू.पी./अनिल कुमार मिश्रा एआईआर 1994 एससी पेज 1638 वर्तमान प्रकरण में पूरी तरह लागू होता है। उक्त नज़ीर में माननीय सर्वोच्च न्यायालय की पूर्ण पीठ ने यह निर्धारित किया था कि श्रमिकों ने एडहॉक असाइनमेंट पर एज्युकेशन बोर्ड में उन पदों पर कार्य किया था जो स्वीकृत नहीं थे तो ऐसी सूरत में श्रमिकों ने भले ही 240 दिन की अवधि कार्य पर पूरी कर ली हो तो भी वे नियमितिकरण के अधिकारी नहीं कहला सकते हैं। इस नज़ीर में माननीय सर्वोच्च न्यायालय ने यह भी तय किया कि धारा 25 एफ औद्योगिक विवाद अधि. के तहत छंटनी की प्रक्रिया निर्धारित की गयी है लेकिन उसमें यह कहीं नहीं कहा गया है कि 240 दिन की सेवा अवधि पूरी होते ही कोई वक्त नियमितिकरण का हकदार हो जाता हो।

माननीय राज. उच्च न्यायालय की खंडपीठ ने राम प्रसाद/स्टेट ऑफ राज. 1992 एलआईसी 2139(2148) में औद्योगिक विवाद अधि. की धारा 2 (00) (बीबी) को अवैधानिक घोषित करने से इंकार कर दिया था।

गुजरात उच्च न्यायालय की खंडपीठ ने भी जे.जे. श्रीमाली/डी.डी.ओ. जिला पंचायत 1989 एलआईसी 689(697) में यह निर्धारित किया था कि सेवा करार में यदि यह शर्त रखी गयी हो कि अकाल राहत का काम खत्म होने पर कर्मचारी को सेवा से हटा दिया जावेगा तो ऐसे मामलों में अकाल राहत का काम खत्म होने पर हटाया जाने पर कर्मचारी छंटनी के मुआवजे का हकदार नहीं कहलायेगा तथा उसकी सेवायें धारा 2 (00) (बीबी) आई.डी. एक्ट 1947 के तहत गवर्न होंगी।

माननीय सर्वोच्च न्यायालय ने 1996 एलआईसी 221 मोरिंडा कॉपरेटिव शूरूर मिल्स/एमकिशन में यह निर्धारित किया था कि जहाँ पर शक्कर की फैक्ट्री में गने के मौसम में ही कर्मचारियों से काम लिया जाता था, वहाँ भले ही किसी कर्मचारी ने लगातार 240 दिन तक गने के सीजन में काम किया हो तो भी नौकरी से हटाये जाने पर वह छंटनी के मुआवजे का हकदार नहीं होगा क्योंकि इस पर धारा 2(00) (बीबी) आई.डी. एक्ट 1947 लागू होगी।

उक्त स्पष्ट नज़ीरों एवं सेवा करार प्रदर्श डब. 4 की स्पष्ट शर्तों को देखते हुए इस प्रकरण में श्रमिक पक्ष द्वारा पेश की गयी निम्न नज़ीरों भी श्रमिक पक्ष को कोई राहत दिलवाने की अधिकारी नहीं रह जाती हैः—

1. 1999 एलएलआर एससी 433 सेक्रेट्री, एचएसईबी/सुरेश
2. 1995 एलएलआर एससी 552 जीईबी, एचएमएस
3. 2001 एलआईसी 3273 शारखंड बलिहारी कोलारी/पी.ओ.
4. 1990 एलएलआर गुजरात 589 एफसीआई वर्कर्स यूनियन/एफसीआई
5. 2002 एलएलआर एससी 933 जी.आर./वी.टी.लि.
6. 2002 एलएलआर एससी 928 मैरस्स नेशनल/दीपक कुमार उक्त नज़ीर वर्तमान प्रकरण में इसलिए लागू नहीं होती है क्योंकि प्रार्थी श्रमिकगण से जूनियर कर्मचारी बोर्ड में सेवारत होना प्रार्थी पक्ष नहीं बता सके हैं।
7. 2003(I) एलएलजे राज. पेज 256 स्टेट आफ राज./महेंद्र जोशी
8. 2001(II) एलएलजे राज. पेज 1593 स्टेट/हरचंद
9. 2001(II) एलएलजे पी एंड एच पेज 1610 एसडीओ अंबाला/पी.ओ.
10. 2003 एलएलआर राज. पेज 154 एन.के. शर्मा/म्युनिसिपल बोर्ड
11. 2003 एलएलआर 154 शारखंड 154 ए.पी. कॉलेरी/पी.ओ.
12. 2002 एलएलआर राज. 907 स्टेट आफ राज./महामंत्री टॉक जिला बन संघ
13. 2002 कर्नाटक एलएलआर 1145 नागप्पा/मैनेजमेंट
14. 2002 एलएलआर गुजरात 955 सुनील/गुजरात बिजली बोर्ड
15. 2003 एलआईसी मद्रास पेज 15 टीपीटी कॉर्पोरेशन/एम.के.
16. 2003 एलएलआर आंध्रा पेज 202 के.एल.के./पी.ओ.
17. 2003 एलएलआर इलाहाबाद 236 एन.के.जैन/पी.ओ.
18. 2003 एलआईसी आंध्रा 204 वी.सी./डीजी, आरपीएफ
19. 2001 एलआईसी दिल्ली 3597
20. 2001(II) एलएलजे पंजाब 1489 स्टेट आफ हरियाणा/मनीराम
21. 2002(II) एलएलजे गुजरात 607 एस.बी. जानी/गुजरात बिजली
22. भीमराज/वी.आर.एस.डी.वी.संघ 2003(3) डब्ल्यूएलएन 690

इस प्रकार इन तीनों प्रकरणों में प्रार्थी श्रमिकगण औद्योगिक विवाद अधि. की धारा 2 (00) (बीबी) से अनुशासित होती है एवं उनका मामला रिट्रैटमेंट की परिभाषा में नहीं आने से 240 दिन की सेवा

पूरी कर लेने पर भी वे किसी मुआवजे अथवा सेवा की निरंतरता बनाये रखने के अधिकारी नहीं कहे जा सकते हैं। माध्यमिक शिक्षा बोर्ड से यह अपेक्षा अवश्य को जा सकती है कि भविष्य में पुनः कॉर्टेक्ट बेसिस पर सीजनल नियुक्ति करते समय पूर्व के अनुभवी इन कर्मचारियों को वह नये अध्यर्थियों की तुलना में वरीयता देने का प्रयास करेगा।

इस प्रकार रेफरेंस उक्त प्रकार से श्रमिक पक्ष के विरुद्ध तथा नियोजक के पक्ष में निर्धारित किया जाता है।

अनुल कुमार जैन, न्यायाधीश

नई दिल्ली, 2 जून, 2003

का. आ. 1767.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, कोल्लम के पंचाट (संदर्भ संख्या 10/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2003 को प्राप्त हुआ था।

[सं. एल-12012/114/98-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd June, 2003

S.O. 1767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 10/99 of the Industrial Tribunal, Kollam as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workman, which was received by the Central Government on 2-6-2003.

[No. L-12012/114/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

In the Court of the Industrial Tribunal, Kollam

(Dated, this the 9th day of May , 2003)

PRESENT:

SRI. C.N. Sasidharan, Industrial Tribunal

IN

INDUSTRIAL DISPUTE NO. : 10/99

Between :

The Asstt. General Manager, : Management
Union Bank of India,
M.G. Road, Ernakulam.

(By Sri. R. Somanathan, Advocate, Trivandrum)

And

Smt. K.K. Rema Devi, : Workman
Aswathy Bhavan,
Peyad, Trivandrum.

(By Sri. R. Lekshmana Iyer, Advocate, Trivandrum)

AWARD

This industrial dispute has been referred to this Tribunal by the Government of India by Order No. L-12012/114/98-IR (B-II) dated 4-3-1999 for adjudicating the following issue :

"Whether the action of the management of Union Bank of India, Regional Office, Ernakulam in imposing punishment of dismissal from service of Smt. K.K. Rema Devi, Cash-Peon vide order dated 16-07-1997 with immediate effect is justified? If not, to what relief the worker is entitled?"

II. Smt. K.K. Rema Devi was dismissed on the basis of the findings of an enquiry officer who conducted a domestic enquiry into certain charges levelled against her. According to the management their action is justified. But the workman claims reinstatement attacking the validity of the enquiry.

III. As there was rival contentions regarding the enquiry, that point was tried as a preliminary issue. By order dated 14-1-2003 I have found that the enquiry has been conducted in compliance with principles of natural justice and the findings are proper and valid. In order to understand the necessary facts and contentions, I shall extract below that order in full :—

ORDER

This reference concerns the dismissal of Smt. K.K. Rema Devi, Cash-Peon by the management of Union Bank of India vide order dated 16-7-1997.

2. The disciplinary proceedings were initiated against Smt. Rema Devi, the worker, by the management on the following charges :

"On 20-9-1996, Sri. Abdul Cadar, the currency chest officer, was balancing the cash and it is observed that there was shortage of one bundle (1000 pieces of hundred denomination) in Bin. No. K-8 (Rs. 1.00 Lac).

Smt. Rema Devi was attached to the currency chest and was performing the duties of cash peon. She used to enter in the cash room/currency chest frequently and also used to remove the cash from bins and keep it in the cash box whenever required. She also used to keep tiffin in the cash room. No any other person was asked to perform the duties related to the cash, and therefore, it indicates that she has stolen the cash of Rs. 1.00 Lac.

In the past also, punishment of censure was imposed upon her and also was suspended for attempted fraud at Thiruvananthapuram (M) branch. Punishment of stoppage of three increments was also imposed on her.

The aforesaid acts on the part of Smt. Rema Devi amounts to a misconduct and she is therefore, charged of the same :

Gross misconducts :

(1) Doing acts prejudicial to the interest of the bank involving serious monetary loss to the bank.

Minor misconducts :

- (1) Breach of rules of business of the bank."

As the explanation submitted by the worker was not satisfactory the management ordered a domestic enquiry in which the worker participated. The enquiry officer found the worker guilty of the charges and on that basis the management has inflicted the punishment.

3. The case pleaded by the worker is briefly as below :

The order of punishment is illegal, irregular and unsustainable. The Charges were not proved on the basis of relevant and admissible evidence. The enquiry was conducted violating the principles of natural justice and proceedings were vitiated by procedural irregularities. The enquiry report is perverse.

The enquiry report was made available to the worker only after deciding the punishment and thus much prejudice was caused to her. The request of the worker to reopen the evidence on the ground that two diaries to prove the source of Rs. 7,000/- were not marked in the enquiry was rejected causing much prejudice to her. There is no direct evidence to prove the charges. Even according to the enquiry officer there is pre-ponderence of probabilities and circumstantial evidence. Such evidence cannot prove the charge of misappropriation. The enquiry officer has recorded his finding on the basis of conjunctions and surmises. In relation to joint custody of keys of the currency chest, the officers who were examined as MW1 and MW2 in the enquiry had committed grave irregularities. But the enquiry officer overlooked this in his anxiety to find fault with the worker. The enquiry officer ignored the irregularities and corrections made by MW1 and MW2 to protect them and to punish the poor worker with regard to the deposit of Rs. 1.00 lac by MW3 also there is contradiction in the depositions of these two officers. Such contradictions correction in Ext. DEX 2 and in not observing the norms governing joint custody of keys provides best evidence to hold them responsible for the misappropriation. The punishment is a case of victimisation and unjustifiable. The findings of the enquiry officer are perverse, arbitrary and unsustainable. The worker is not having any income now and has completed 38 years of age. Inspite of best effort she could not find any alternative employment. The prayer is for reinstatement in service with all benefits.

4. The case pleaded by the management is briefly as below : The worker was cash peon attached to the currency chest Thiruvananthapuram main branch of the management bank. While so she was charge sheeted as stated above. Thereafter an enquiry was conducted affording reasonable opportunities to the worker to participate in the enquiry and to defend. The enquiry officer after considering the material before him held that the worker has stolen the cash of Rs. 1.00 lac and she is guilty of the charges. He also

found that her act of keeping the tiffin box in the sorting room despite advise not to do so amounts to breach of rules of business of the bank. Considering the grave and serious nature of misconduct committed by the worker and the hardship the bank will be put if person like her is allowed to continue in service and also her past record of service, the disciplinary authority imposed the present punishment. Before ordering the punishment she was given personal hearing. The appeal filed by her was dismissed by the appellate authority. The order of dismissal do not suffer from any infirmity recognised by law. The report of the enquiry with proposed punishment was given to the delinquent and an opportunity to make representation against the proposed punishment was also given to the delinquent and an opportunity to make representation against the proposed punishment was also given. There is no violation of the principles of natural justice. Proper reply was given before rejecting her request to re-open evidence as there was no request earlier in the enquiry to mark the diaries as defence documents. The enquiry officer has given valid and cogent reasons to come to the findings of guilt. The findings are based on evidence and circumstances justifying the findings. The irregularities, even if any, in the joint custody of the keys, committed by MW1 and MW3 will not absolve the worker from the offence committed by her. The enquiry officer has not left out any matter from his consideration relevant to the context. The correction of DEX2 has also been considered by the enquiry officer. There is no contradiction in the deposition of MW1 and MW3 and there is no infirmity in the finding of enquiry officer. The allegation of victimisation has no basis what-so-ever and it is only an afterthought. The punishment of dismissal is legal, proper and justified and the worker is not entitled to any relief.

5. As requested by the parties the validity of enquiry was considered as a preliminary issue. The enquiry document has been marked as Ext. M1 as consented to by the learned counsel for the worker without examining the enquiry officer.

6. The learned counsel for the worker would contend that the enquiry has been conducted in violation of the principles of natural justice causing serious prejudice to the worker. In support of this, the learned counsel has pointed out that the request of the worker as per letter dated 23-5-1997 to reopen the evidence on the ground that two diaries produced by her to prove the source of Rs. 7,000 were not marked in the enquiry as defence documents and it was rejected by the enquiry officer. It is evident from the enquiry proceedings dated 23-5-1997 as stated in page 71 of Ext. M1 file that after the examination of the worker her representative submitted that the defence has no further evidence and the enquiry proceedings were accordingly closed. Thereafter the worker has requested to reopen the evidence. But it was rejected as per letter of the enquiry officer dated 28-5-1997 explaining the reasons

as narrated in page 131 of Ext. M1 file. It is further stated that even according to the deposition of the worker in the enquiry if the diaries were accepted as genuine, that will support to the extent of Rs. 2,000only. The contention of the defence was that diary would support source of Rs. 12,000 which is against the entries in the diaries. Therefore, the request was rejected. In view of this explanation of the enquiry officer it cannot be held that action of the enquiry officer is against principles of natural justice. As requested by the worker she was allowed to be represented by an Advocate in the enquiry and she has participated throughout the enquiry with the Advocate without raising any objection regarding the procedure adopted in the enquiry. It is thus clear that this contention of the learned counsel is without force.

7. The charge in brief against the worker is that she had on 31-8-1996 while removing and carrying cash removed one bundle of 100 Rupee notes deliberately from the Bin. No. K-8 in the currency chest room hidden the same in that room and subsequently took away through tiffin box or hiding in saree. It has come out in evidence in the enquiry that only three persons viz : Branch Manager, the currency chest officer and the worker as cash peon alone had access to the currency chest. The manager and the currency chest officer have deposed in the enquiry the circumstances against the worker for the theft. Both these witnesses have deposed that the worker was in the habit of keeping tiffin box in the currency chest room despite advice not to do so. The charge against the worker is that she has removed the cash from the bin by putting in the tiffin box which was kept in the chest or hiding in her saree. No doubt it was brought out in evidence that the worker not entered in the currency chest alone. But there is evidence to show that there was violation of the norms regarding joint custody of keys on some occasions. The currency chest officer alone had operated both sets of keys of the currency chest room as the branch manager was busy with other works. It was also brought out in evidence during the enquiry that the currency chest officer might have to leave Bins all of a sudden to attend telephone calls which was situated 15 feet away from the Bin rooms in accounting room. Further even for attending natures calls that officer might have to go upstairs leaving the worker alone in the Bin room and out of complacency he might have failed to strictly follow security norms of locking the bin room or might have left both sets of keys unguarded. It is also stated that he might not have been alert all of the time when the worker was removing the bundles or putting the bundles in the Bins.

8. The enquiry officer along with the above circumstances considered the adverse service records of the worker. Admittedly she was imposed punishment of censure for suppressing her educational qualifications at the time of appointment and barred from promotion process for a period of two years, she was placed under suspension

for attempting to defraud Rs. 10,000 from the bank. She was imposed punishment of stoppage of three increments with cumulative effect and there is adverse service record of attempting to steal Rs. 1,00,000 by putting newspaper cuttings in between the genuine notes and attempted to replace the fake bundle with a genuine one. She was also charged sheeted for not utilising vehicle loan sanctioned to her from the bank. Further she had very severe financial constraints as brought out in evidence in the enquiry. She had availed all loans available from the management bank, she borrowed heavily from a private chit company and she was avoiding phone calls from her debtors. It is also in evidence that her family consists of six members with a meagre average take home pay of Rs. 900 per month. The enquiry officer considered the past criminal record of the worker along with the other probable circumstances for finding her guilty of the theft. No doubt the past conduct of the delinquent is usually considered for deciding punishment. But in this case there is no direct evidence and the enquiry officer considered circumstantial evidence and preponderance of probabilities for his conclusion. In the absence of direct evidence the findings entered by the enquiry officer cannot be said to be perverse as it is difficult to get direct material evidence in this kind of offence.

9. The learned counsel for the worker would contend that though three persons including the manager, currency chest officer and the worker alone had access to the chest room, the enquiry officer considered the circumstantial evidence to implicate the worker alone for the alleged theft. According to the learned counsel though the enquiry officer himself admitted that the manager and currency chest officer, had committed irregularities in observing the norms governing the joint custody of keys, this material aspect has been overlooked by him in his anxiety to find fault with this worker. The further argument is that the irregularities committed by the above two officers had been ignored and the worker had been victimised without any evidence with a view to protect these two officers. The enquiry officer has considered the role of these two concerned officers and the violation of the norms regarding joint custody of keys committed by them. In page 129 of Ext. M1 file the statement of manager has been recorded as he is a Gr. III senior officer having 25 years of service in the bank and held the post of branch manager for about 16 years successfully. He has categorically stated that he does not have to stop to the level of stealing the money of Rs. 1 lakh or colluding with an officer for doing such a heinous act. The currency chest officer also had put up 27 years of service in the bank and worked for 15 years as Head Cashier and currency officer in very big branches. Another officer from the staff department has deposed in the enquiry as MW2 that the service record of branch manager and chest officer are entirely satisfactory. This witness has produced the personal files of branch manager and chest officer. On the basis of the personal files, the Department officer has

deposed about the satisfactory past service record of these two officers. The enquiry officer considered the satisfactory service record of these two officers along with the criminal past record of the worker and came to the conclusion that the worker is guilty of the offence. The service record of these two officers had been verified by the defence in the enquiry. No doubt there was violation of the norms in the joint custody of keys and these two officers were responsible for that. As stated by me earlier the chest officer had to leave the bins on certain occasions and the worker alone remained in the chest room. the findings of the enquiry officer that the worker was waiting for an opportunity to take advantage of the lapse of the two officers and utilised one such opportunity to defraud the amount. In these circumstances it is difficult to accept the contention of the learned counsel for the worker that there was collusion between these two officers and that there was possibility of stealing the amount by the chest officer.

10. The learned counsel would further point out that the chest officer had remitted Rs. 1 lakh to the bank and according to him 40,000 was repaid by the manager. But according to the manager he had not repaid any amount. These contradictory statements also show that they are guilty of the offence. The chest officer was also suspended for the offence. He has deposed in the enquiry that he had accepted his responsibility and remitted Rs. 1 lakh. Whether the manager has repaid a portion of the amount is immaterial as he cannot also escape from the lapse committed by him in the custody of keys of the chest which resulted in the loss of Rs. 1 lakh to the bank. Therefore, this contention is also devoid of merit.

11. The learned counsel for the worker has pointed out that other peon Smt. Vasantha has also worked as cash peon when the worker took leave and the enquiry officer failed to consider the possibility of that peon to steal the amount. It is true that Smt. Vasantha was engaged as cash peon in the absence of the worker. But it was proved in the enquiry that after 31-8-1996 Bin No. K-8 from where Rs. 1 lakh was found missing, was reopened only on 20-9-1996 and during the period from 31-8-1996 to 20-9-1996 Bin K-8 was not opened. The theft allegedly occurred on 31-8-1996 and on that duty and on 20-9-1996 the worker was admittedly on duty. Therefore, the possibility of implicating Smt. Vasantha for the theft is not called for.

12. Another contention advanced on behalf of the worker is that there is overwriting in the document DEX-2 therein 10000 pieces were seen over written as 9000 are also leads to the suspension against the currency chest officer for the theft. On verification it is clear that the balance figure was only 9000 and not 10000 If there is mistake the amounts will not tally. But here the balance tally with other figures. Therefore, this contention is also devoid of merit.

13. The further contention is that the management has victimised the worker in order to save the other two officers who are guilty of the violation of norms in keeping

joint custody of keys of the chest. The question of victimisation was raised only when cross examining branch manager and hence it can be considered only as an afterthought. As I have already held above there was no collusion between the manager and chest officer to victimise the worker. The allegation must be raised at the earliest opportunity and it was not done earlier. Therefore, this contention can only be considered as an afterthought to escape from the offence and hence only to be rejected.

14. The further contention is that the copy of the enquiry report was given to the worker after deciding the punishment which is quite illegal and order of dismissal is illegal, irregular and unsustainable. Further which is prejudiced has also caused to the worker on this account. This statement is not correct as the worker was admittedly given personal hearing on 11-7-1997 before passing the order of punishment and he was also served with the enquiry report with a proposal for punishment before personal hearing. The worker has filed appeal against the dismissal and that appeal was also dismissed by the appellate authority. So there is no violation of the principles of natural justice as alleged and no prejudice was caused to the worker on account of this.

15. The enquiry officer had dealt with each and every point in controversy before entering his finding. No doubt the findings of the enquiry officer are based on circumstantial evidence and preponderance of probabilities. But circumstances narrated by the enquiry officer in the absence of direct evidence fully support his findings. There are no reasons to disbelieve the findings entered by the enquiry officer.

16. In view of what is stated above, I hold that the enquiry has been conducted in compliance with principles of natural justice and the findings of the enquiry officer are proper and valid.

IV. The only point now remaining for consideration is regarding the quantum of punishment. On behalf of the management it is contended that the workman who is found guilty of misappropriation of money was subjected to punishment on earlier occasions as well and hence no leniency is called for in the matter of punishment. In support of this submission reliance was also placed on a decision of the Supreme Court of India in Janatha Bazar V. Sahakari Noukarana Sangh [‘02 KLJ (NOC) 43.] On the other hand, the learned counsel for the workman would contend that the punishment imposed is excessive the workman is the only bread winner of her family and she has no other income to support her family. According to the learned counsel considering these aspects, sympathetic approach may be taken in the matter of punishment.

V. The workman is now found guilty of misappropriation of Rs. one lakh from a Nationalised Bank. It is also not in dispute that punishment of censure was imposed upon her and also she was suspended for attempted

fraud earlier. Further punishment of stoppage of three increments was also imposed on her. The management Bank deals with public and confidence of the public is supreme for the business of Bank. Continuance of such workman in the service of the Bank will definitely affect the image of the Bank among the public which will result the business of the Bank. In the light of the above the present punishment of dismissal is not at all excessive but only commensurate with the gravity of the misconduct proved against her. Hence no leniency is called for.

VI. The Supreme Court in the aforementioned decision has pointed out that once act of misappropriation is proved may be for a small or large amount their is no question of showing uncalled for sympathy and reinstall the employees in service. The court has further pointed out that law on this point is well settled. Further observation is that the Labour Court cannot substitute the penalty imposed by the employer incase of proved misappropriation. The above observations of the court fully support the view which I have taken above. In view of the above, I have no hesitation to hold that the punishment of dismissal from service of the workman is fully justified and no interference is called from this Tribunal.

VII. In view of what is stated above, an award is passed holding that the action of the management of Union Bank of India in imposing punishment of dismissal from service of Smt. K. K. Rema Devi, Cash peon *vide* order date 16-7-1997 is justified and hence she is not entitled to any relief.

C. N. SASIDHARAN, Industrial Tribunal

APPENDIX

Ext.M1—Enquiry file containing enquiry proceedings, documents and findings.

नई दिल्ली, 2 जून, 2003

का०आ० 1768.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी०बी०एस०ई० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/प्रम न्यायालय अजमेर के पंचाट के द्रकानित करती है, जो केन्द्रीय सरकार को 2-6-2003 को प्राप्त हुआ था।

[सं० एल-42012/294/99-आई०आर०(डीयू)]
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd June, 2003

S.O. 1768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ajmer as shown in the annexure in the Industrial Dispute between the employers in relation to the management of CBSE and their workman, which was received by the Central Government on 2-6-2003.

[No. L-42012/294/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : अतुल कुमार जैन, आरएचजे-एस

सीआईटीआर-4/2000

1- दिलीप कुमार पुत्र पांचूलाल बनाम सेटल बोर्ड ऑफ सैकेंड्री निवासी-1342/8भगवानगंज, एज्यूकेशन, जरिये क्षेत्रीय अजमेर अधिकारी, सीबीएसई, अजमेर

5/2000

2- जितेंद्र कुमार पुत्र ओम प्रकाश बनाम क्षेत्रीय अधिकारी, नि.-गोविंदपुरा, अजमेर सीबीएसई, अजमेर

6/2000

3- विशालसिंह पुत्र भौसिंह बनाम क्षेत्रीय अधिकारी, नि.-989/32 अलवरगढ़, सीबीएसई, अजमेर अजमेर

उपस्थित : श्री बी० एल० सेवरिया, एड० श्रमिक पक्ष की ओर से।
: श्री एल. के . सोगानी, एड० बोर्ड की ओर से।

दिनांक : 13-5-03

अवार्ड

भारत सरकार द्वारा भेजे गये उक्त तीनों रेफरेंसों में तथ्य एवं वाद बिंदु लगभग समान हैं। अतः तीनों रेफरेंसों का समान आदेश के द्वारा सुगमता से निपटाया किया जा सकता है।

हमारे समक्ष विचारणीय बिंदु यह है कि क्या 28-5-99 को तीनों श्रमिक प्रार्थीगण दिलीप कुमार, जितेंद्र कुमार तथा विशाल सिंह को जूनियर असिस्टेंट के पद से विपक्षी द्वारा टर्मिनेट किया जाना वैधानिक एवं उचित था एवं यदि नहीं तो उक्त श्रमिकगण किस अनुतोष के अधिकारी हैं?

श्रमिकगण ने स्टेटमेंट ऑफ क्लेम दि. 30-6-2000 को हमारे न्यायालय में पेश किये थे तथा विपक्षी की ओर से जवाब दि. 11-5-01 को पेश किये गये थे। तीनों पत्रावलियों में प्रार्थी श्रमिक ने साक्ष्य में खुदका हलफनामा पेश किया है तथा उससे विपक्षी ने जिरह की है। सभी पत्रावलियों में विपक्षी की ओर से एस० देवदास, क्षेत्रीय अधिकारी, केन्द्रीय बोर्ड सैकेंड्री शिक्षा, अजमेर तथा एम० एल० चौहान अनुभाग अधिकारी, सीबीएसई, अजमेर के शपथ पत्र पेश हुए हैं तथा उनसे प्रार्थी श्रमिकगण के वकील श्री बी० एल० सेवरिया ने जिरह की है। श्रमिकगण की ओर से दस्तावेजात् प्रदर्श डब. 1 लगायत डब. 8 तथा नियोजक की ओर से हाजरी रजि. की नकलें प्रदर्श एम-1 तथा प्रदर्श एम-2 पेश किये गये हैं।

श्रमिक पक्ष का तर्क है कि सीबीएसई, अजमेर में जूनियर असिस्टेंट का कार्य स्थाई प्रकृति का था जो साल में बाहरों महीने चलता था तथा चूंकि सभी तीन श्रमिकगण ने उस पद पर उन्हें नौकरी से हटाये जाने से पूर्व के वर्ष में 240 दिन से अधिक समय तक लगातार कार्य किया था। अतः उनका कहना है कि उन्हें धारा 25एफ औद्योगिक विवाद अधिनियम के

अतः उनका कहना है कि उन्हें धारा 25एफ औद्योगिक विवाद अधिन के तहत नियमानुसार रिट्रैचमेंट नहीं किये जाने की वजह से निरंतर सेवा में मान लिया जावे तथा मुल बैक बेंजे उन्हें 28-5-99 से पुनः सेवा में लिये जाने तक के लिए दिलाये जावें। सभी प्रार्थी श्रमिकगण 2000/-रु के नियत मासिक वेतन पर बोर्ड द्वारा लगाये गये थे। श्रमिक पक्ष का यह भी कहना है कि उनकी सेवाओं को नियमित भी किये जाने के आदेश भी पारित किये जावे।

विपक्षी सीबीएसई, अजमेर का कहना है कि अस्थाई प्रकृति के कार्य हेतु आठ माह की नियत अवधि के लिए 2000/-रु प्रतिमाह पर तीनों श्रमिकों को जूनियर असिस्टेंट के पद पर बोर्ड ने लगाया था तथा 28-5-89 को उनकी कांट्रैक्चुअल अपाइंटमेंट की अवधि पूरी होने पर उन्हें सेवा से हटा दिया था। विपक्षी का कहना है कि वर्तमान मामले पर औद्योगिक विवाद अधि. की धारा 1947 की धारा 2(00)(बीबी) लागू होती है तथा प्रार्थी श्रमिकगण का टर्मिनेशन रिट्रैचमेंट की परिभाषा में नहीं आता है। अतः श्रमिकगण धारा 25एफ औद्योगिक विवाद अधिन 1947 के तहत कोई ताब पाने के अधिकारी नहीं हैं।

विपक्षी के गवाह श्री एस० देवदास ने जिरह में बताया है कि नियुक्ति के समय उन्होंने श्रमिकों के नाम रोजगार कार्यालय से मंगाये थे तथा फिर उनकी परीक्षा व साक्षात्कार लिये जाने के बाद एवं मेडिकल जांच के बाद ही उनको नियुक्ति प्रदान की गयी थी। वह कहते हैं कि यह गलत है कि उक्त श्रमिकों को हटाने के बाद उन्होंने नये श्रमिकों को काम पर रखा हो। वह कहते हैं कि प्रार्थी श्रमिकगण जो काम करते थे वह काम अब बोर्ड नियमित कर्मचारियों से करवाती है। इस गवाह का कहना है कि परीक्षा के दिनों में उनके यहां कार्य बढ़ जाता है तथा प्रार्थी श्रमिकगण से लिया गया कार्य सीजनल प्रकृति का होने के कारण उन्हें केवल मात्र आठ माह के लिए कांट्रैक्ट बेसिस पर नियुक्त किया गया था। यह गवाह कहता है कि अक्टूबर से मई माह में बोर्ड ऑफिस में कार्य की अधिकता रहती है। उभयपक्ष के अन्य गवाहान् ने श्री देवदास के बयानों को नहीं झूकलाया है।

प्रार्थी श्रमिकगण का कहना है कि कांट्रैक्चुअल अपाइंटमेंट की आड़ में विपक्षी बोर्ड धारा 24एफ औद्योगिक विवाद अधिन 1947 के प्रावधानों की अनेदेखी कर रहा है तथा 240 दिन का प्रत्येक श्रमिक का एक वर्ष में सेवाकाल मूल होने पर भी उसे न तो सेवा में नियमित किया जा रहा है और न ही सेवा में बहाल किया जा रहा है।

इस प्रकरण में हमारे समझ उभयपक्ष ने स्वीकार किया है कि सभी तीन श्रमिक प्रार्थीगण ने उन्हें नौकरी से हटाये जाने से पूर्व बोर्ड ऑफिस में विपक्षी के यहां एक वर्ष में लगातार 240 दिन से अधिक समय के लिए जूनियर असिस्टेंट के पद पर दो हजार ८० प्रतिमाह समेक्ति वेतन पर कार्य किया है। धारा 2(00)(बीबी) औद्योगिक विवाद अधिन 1947 में स्पष्ट बताया गया है कि यदि नियोजक अपने यहां श्रमिकों को किसी संविदा के तहत नौकरी पर रखता है एवं संविदा अवधि पूरी होने पर यदि संविदा की नवीनीकरण नहीं किया जाता है तो संविदा अवधि की समाप्ति पर श्रमिक का टर्मिनेशन औद्योगिक विवाद अधिन के तहत रिट्रैचमेंट (छंटनी) की परिभाषा में नहीं आयेगा और ऐसे मामलों में जाहिर है कि धारा 25 एफ औद्योगिक विवाद अधिन 1947 लागू नहीं की जा सकती है। सीजनल प्रकृति के कार्यों के लिए श्रमिकों को संविदा के तहत निश्चित अवधि के लिए कार्य पर लगाया जाना इंडस्ट्रियल लॉ में अनुचित नहीं माना गया है। माध्यमिक शिक्षा परिषद्, यू.पी./अनिल कुमार मिश्रा एआईआर 1994 एससी पेज 1638 वर्तमान प्रकरण में पूरी तरह लागू होता है। उक्त नजीर में याननीय सर्वोच्च

न्यायालय की पूर्व पीठ ने यह निर्धारित किया था कि श्रमिकों ने एडहॉक असाइनमेंट पर एज्युकेशन बोर्ड में उन पदों पर कार्य किया था जो स्वीकृत नहीं थे तो ऐसी सूत्र में श्रमिकों ने भले ही 240 दिन की अवधि कार्य पर पूरी कर ली हो तो भी वे नियमितिकरण के अधिकारी नहीं कहला सकते हैं इस नजीर में याननीय सर्वोच्च न्यायालय ने यह भी तय किया कि धारा 25एफ औद्योगिक विवाद अधि. के तहत छंटनी की प्रक्रिया निर्धारित की गयी है लेकिन उसमें यह कहनी नहीं कहा गया है कि 240 दिन की सेवा अवधि पूरी होते ही कोई वर्कर नियमितिकरण का हकदार हो जाता है।

माननीय राज. उच्च न्यायालय की खंडपीठ ने रामप्रसाद/स्टेट ऑफ राज. 1992 एलआईसी 2139 (2148) में औद्योगिक विवाद अधि. की धारा 2(00)(बीबी) को अवैधानिक घोषित करने से इंकार कर दिया था।

गुजरात उच्च न्यायालय की खंड पीठ ने भी जे. जे श्रीमाली/डॉ. डॉ. ओ. जिला पंचायत 1989 एलआईसी 689(697) में यह निर्धारित किया था कि सेवा करार में यदि यह शर्त रखी गयी हो कि अकाल राहत का काम खत्म होने पर कर्मचारी को सेवा से हटा दिया जायेगा तो ऐसे मामलों में अकाल राहत का काम खत्म होने पर हटाया जाने पर कर्मचारी छंटनी के मुआवजे का हकदार नहीं कहलायेगा तथा उसकी सेवायें धारा 2(00)(बीबी) आई.डी. एक्ट 1947 के तहत गवर्नर होंगी।

माननीय सर्वोच्च न्यायालय ने 1996 एलआईसी 221 मोरिडा कॉर्पोरेट शूगर मिल्स/रामकिशन में यह निर्धारित किया था कि जहां पर शक्कर की फैक्ट्री में गन्ने के मौसम में ही कर्मचारियों से काम लिया जाता था, वहां भले ही किसी कर्मचारी ने लगातार 240 दिन तक गन्ने के सीजन में काम किया हो तो भी नौकरी से हटाये जाने पर वह छंटनी के मुआवजे का हकदार नहीं होगा क्योंकि इस पर धारा 2(00)(बीबी) आई.डी. एक्ट 1947 लागू होगी।

उक्त स्पष्ट नजीरों एवं सेवा करार प्रदर्श डब.4 की स्पष्ट शर्तों को देखते हुए इस प्रकरण में श्रमिक पक्ष द्वारा पेश की गयी निम्न नजीरों भी श्रमिक पक्ष को कोई राहत दिलवाने की अधिकारी नहीं रह जाती है :—

1. 1999 एलएलआर एससी 433 सेक्रेट्री, एचएसईबी/सुरेश
2. 1995 एलएलआर एससी 552 जीईबी/एचएमएस
3. 2001 एलआईसी 3273 झारखंड बलिहारी कोलरी/पी.ओ.
4. 1990 एलएलआर गुजरात 589 एफसीआई वर्कर्स यूनियन/एफसीआई
5. 2002 एलएलआर एससी 933 जी.आर./वी.टी.लि.
6. 2002 एलएलआर एससी 928 मैसर्सनेशनल/दीपक कुमार उक्त नजीर वर्तमान प्रकरण में इसलिए लागू नहीं होती है क्योंकि प्रार्थी श्रमिकगण से जूनियर कर्मचारी बोर्ड में सेवारत होना प्रार्थी पक्ष नहीं बता सके हैं।
7. 2003(1) एलएलजे राज. पेज 256 स्टेट ऑफ राज./महेंद्र जोशी
8. 2001(11) एलएलजे राज. पेज 1593 स्टेट/हरचंद
9. 2001(11) एलएलजे पी एंड एच पेज 1610 एसडीओ अंबाला/पी.ओ
10. 2003 एलएलआर राज. पेज 154 ए. के. शर्मा/म्युनिसिपल बोर्ड
11. 2003 एलएलआर 154 झारखंड 154 ए. पी. कॉलेरी/पी.ओ.
12. 2002 एलएलआर राज. 907 स्टेट ऑफ राज./महामंत्री टोंक जिला वन संघ
13. 2002 कर्नाटका एलएलआर 1145 नागप्पा/मैनेजमेंट

14. 2002 एलएलआर गुजरात 955 सुनील/गुजरात बिजली बोर्ड
15. 2003 एलआईसी मद्रास पेज 15 टीपीटी कॉर्पोरेशन/एम. के.
16. 2003 एलएलआर आंध्रा पेज 202 के. एल. के./पी.ओ.
17. 2003 एलएलआर इलाहाबाद 236 एन. के. जैन/पी.ओ.
18. 2003 एलआईसी आंध्रा 204 वी. सी./डीजी, आरपीएफ
19. 2001 एलआईसी दिल्ली 3597
20. 2001(11) एलएलजे पंजाब 1489 स्टेट ऑफ हरियाणा/मनीराम
21. 2002(11) एलएलजे गुजरात 607 एस. बी. जानी/गुजरात बिजली
22. भीमराज/वी. आर. एस. डी. वी. संघ 2003(3) डबल्यूएलएन 690

इस प्रकार इन तीनों प्रकरणों में प्रार्थी श्रमिकगण औद्योगिक विवाद अधि. की धारा 2(00)(बीबी) से अनुशासित होती है एवं उनका मामला रिट्रैचमेंट की परिभाषा में नहीं आने से 240 दिन की सेवा पूरी कर लेने पर भी के किसी मुआवजे अथवा सेवा की निरंतरता बनवाये रखने के अधिकारी नहीं कहे जा सकते हैं। माध्यमिक शिक्षा बोर्ड से यह अपेक्षा अवश्य की जा सकती है कि भविष्य में पुनः काटैवट बेसिस पर सीज़नल नियुक्ति करते समय पूर्व के अनुभवों इन कर्मचारियों को वह नये अध्यर्थियों की तुलना में वरीयता देने का प्रयास करेगा।

इस प्रकार रेफरेंस उक्त प्रकार से श्रमिक पक्ष के विरुद्ध तथा नियोजक के पक्ष में निर्धारित किया जाता है।

अनुल कुमार जैन, न्यायाधीश

नई दिल्ली, 2 जून, 2003

का.आ. 1769.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 2, मुम्बई के पंचाट (संदर्भ संख्या 2/17 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2003 को प्राप्त हुआ था।

[सं. एल-12011/248/2000-आई.आर.(बी. II)]
सौ. गंगाधरण, अवर सचिव

New Delhi, the 2nd June, 2003

S.O. 1769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/17 of 2001) of the Central Govt. Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure, in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 2-6-2003.

[No. L-12011/248/2000 IR (B.II)]
C. GANGADHARAN, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT:

S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/17 of 2001

Employers in relation to the Management of Bank of Maharashtra

The Chief Manager,
Bank of Maharashtra,
Nagdevi Street Branch
Mumbai-400003

AND

Their workmen

The General Secretary,
Bank of Maharashtra Karamchari Sena,
77, Yashodha Nivas, Shivaji Park,
Dadar, Mumbai 400028

APPEARANCES:

For the Employer : Mr. A. P. Nayak
Representative.

For the Workmen : No Appearance.

Mumbai, dated 2nd May, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/248/2000/IR(B-II) dated 29-1-2001 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of Bank of Maharashtra by dismissing Shri V. G. Nikam from the services of the Bank is justified and proper ? If not, then what relief the workman is entitled to ?”

2. Workman Nikam by Statement of Claim (Exhibit-5) pleaded that management Bank of Maharashtra dismissed him illegally from 21-12-96, therefore bank be directed to reinstate him with full back wages. Management Bank resisted the claim by filing Written Statement (Ex.-6) contending that the workman a Clerk at its Nagdevi Street Branch, Mumbai misappropriated sum of Rs. 1,442/- which was misconduct and the same was proved during the domestic inquiry and based on the finding he was dismissed. On the basis of the pleadings issues were framed at Ex.-11. Record shows during the pendency of reference workman reported to be dead vide (Exhibit-13) on 18-4-2002, consequently his Legal Representative wife Smt. Anita Vilas Nikam was directed to be brought on record. However she did not remain present nor filed affidavit in lieu of Examination in Chief which indicate that she was not interested in prosecuting the reference therefore the following order :—

ORDER

Reference stands disposed of for want of evidence.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 2 जून, 2003

का. आ. 1770—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की शारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल कॉलेज ऑफ एज्यूकेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकरण/प्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 2-6-2003 को प्राप्त हुआ था।

[सं. एल-42012/15/97-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 2nd June, 2003

S.O.— 1770 In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ajmer as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Regional College of Education and their workman, which was received by the Central Government on 2-6-2003.

[No. L-42012/15/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं ऑद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : अमुल कुमार जैन, आरएचजेएस

सीआईटीआर-24/97

लक्ष्मण पुत्र स्व. गंगाराम जाति-शर्मा (ब्राह्मण) निवासी ग्राम कोटड़ा, अजमेर

...प्रार्थी/श्रमिक

बनाम

1. निदेशक, एनसीईआरटी, अरबिंद मार्ग, नई दिल्ली

2. प्रिंसिपल, रीजनल कॉलेज ऑफ एज्यूकेशन, अजमेर

विपक्षी/नियोजक

उपस्थित: श्री पी. डी. खन्ना, एडवोकेट, प्रार्थी श्रमिक की ओर से।

श्री एल. के. सोगानी, एडवोकेट, विपक्षीगण की ओर से।

दिनांक : 20-5-03

अवार्ड

धारा 25एफ ऑद्योगिक विवाद अधिनियम के प्रावधानों का लाभ लेने के लिए श्रमिक को सेवा से हटाये जाने से तुरंत पूर्व के 365 दिनों में रविवारीय एवं राजपत्रित अवकाशों को जोड़ते हुए 240 दिन का सेवाकाल पूरा करना एआईआर 2002 एस.सी. 1147 के अनुसार श्रमिक को साखित करना होता है। वर्तमान प्रकरण में श्रमिक लक्ष्मण शर्मा का तर्क है कि उसने 1-9-86 से 23-10-94 के मध्य अर्थात् लगभग आठ वर्ष की अवधि में 240 दिन का सेवाकाल पूरा कर लिया था। उल्लेखनीय है कि श्रमिक को आठ वर्ष की अवधि में 240 दिन की अवधि का

सेवाकाल पूरा करने पर धारा 25एफ ऑद्योगिक विवाद अधिनियम 1947 का लाभ दिया जाना संभव नहीं है। 240 दिन की गणना कैसे की जावेगी इस संबंध में माननीय सर्वोच्च न्यायालय व माननीय उच्च न्यायालयों की निम्न नजीरों महत्वपूर्ण हैं :—

1. एआईआर 1981 एससी पेज 1253 मोहनलाल/मैनेजमेंट ऑफ भारत इलैक्ट्रीनिक्स इस नजीर में यह तथ किया गया था कि छंटनी के तुरंत पूर्व से 365 दिनों में 240 दिन की लगातार सेवा करने वाले श्रमिक को ही 25एफ ऑद्योगिक विवाद अधिनियम 1947 का लाभ मिलेगा।

2. एआईआर 2002 एससी 1147 रेज फोरेस्ट ऑफिसर/एस.टी. छाड़ीमणि इस नजीर में माननीय सर्वोच्च न्यायालय ने यह तथ किया था कि 240 दिन की लगातार सेवा साखित करने का सिद्ध भार श्रमिक पर रहेगा यही सिद्धांत 2003 एलएलआर एससी पेज(1) यूपीईटीपी/कनक आदि में भी माननीय सर्वोच्च न्यायालय ने प्रतिपादित किया था।

3 2002(1) डीएनजे राज. पेज 92 मदनसिंह शेखावत /सीकर सी सी बैंक इस नजीर में भी सेवामुक्ति के तुरंत पूर्व के एक वर्ष की अवधि को 240दिन की सेवाओं के लिए सुसंगत माना गया था।

यहां यह भी उल्लेखनीय है कि बहस अंतिम के समय संपूर्ण आठ महीने की अवधि में मास्टर रोल विपक्षीगण के बकील ने न्यायालय के अवलोकनार्थ प्रस्तुत किये थे जिन्हें टिकार्ड पर लिये जाने में स्वयं श्रमिक पक्ष ने एतराज उठाया था अतः इसे प्रकरण में यह नहीं कहा जा सकता है कि विपक्षीगण न्यायालय से कोई हाइड & सीक (Hide & seek) कर रहे हों। उक्त वजह से माननीय राज. उच्च न्यायालय की नजीर 1999 (1) एलएलआर 251 जेडीएस/सुरेशचंद जो श्रमिक पक्ष ने पेश किये हैं यहां पर लागू नहीं होती है।

मेरे द्वारा पूर्व में उल्लेखित की गयी नजीर की तुलना में श्रमिक पक्ष द्वारा पेश की गयी निम्न नजीरों वर्तमान प्रकरण पर तथ्यों की भिन्नता के कारण लागू नहीं होती हैं :—

1. 1999(1) आरएलआर 250 डीसीएलडब्ल्यू/जेएलसी
2. 1998(3) डब्ल्यू एल सी 459 एमडीएसयू/जेएलसी
3. 2001(1) डब्ल्यू एन एन 380 भीख राम/स्टेट ऑफ राज.
4. 2001(1) डब्ल्यू एन एन 468 स्टेट ऑफ राज. एलएलजे
5. एआईआर 2001 एलसी 706 जीएयू आरएलबी
6. 1996 एलआईसी गुजरात 1685 आरएमसी/एस.अकबर
7. 1999(2) आरएलआर 617 स्टेट ऑफ राज. /गणपतसिंह
8. 1996 एलआईसी एससी पेज 1610 यूआई/धर्मपाल
9. 1994 एलएलआर राज. 538ए अधिशासी अभि. /नर नारायण श्रमिक पक्ष का कहना है कि उसने 22/-रु. प्रतिदिन के हिसाब से 1-9-86 से 22-10-94 तक लगातार विपक्षीगण के यहां नौकरी की थी। प्रार्थी श्रमिक नहीं बता सका है कि 365 दिन के किस ब्रेकेट में उसने 240 दिन की लगातार सेवायें की। विपक्षीगण ने अपने जबाब में स्पष्ट बताया है कि जुलाई 89 से जून 94 तक प्रार्थी लक्ष्मण शर्मा ने

उनके यहां कोई कार्य नहीं किया था। विपक्षी का कहना है कि प्रार्थी केवल मात्र 12-8-94 से 22-10-94 तक उनके यहां दैनिक बेतन भोगी कर्मचारी के रूप में कार्यरत रहा था जिनमें से अक्टूबर 94 के 19 दिन का बेतन लेने वह नहीं आया था। प्रार्थी ने शपथ पर खुद के बयान कराये हैं तथा विपक्षीगण की ओर से क्षेत्रीय शिक्षण संस्थान, अजमेर के प्राचार्य ए.बी. सक्सेना का हलफानामा पेश होने पर उससे भी प्रार्थी ने जिरह की है। प्रार्थी पक्ष की ओर से प्रदर्श डब. 1 लगायत डब. 21 दस्तावेज पेश किये गये हैं जबकि विपक्षी की ओर से प्रदर्श एम-1 पेश किया गया है उक्त दस्तावेजात का नीचे हम विवेचन करेंगे :—

प्रदर्श डब. 1 प्रार्थी लक्ष्मण शर्मा के एक प्रार्थना पत्र की फोटो कॉपी है। इस प्रार्थना पत्र को प्रार्थी लक्ष्मण ने नियमानुसार साबित नहीं कराया है। इसी प्रकार प्रदर्श डब. 1 ए तथा प्रदर्श डब. 2 भी लक्ष्मण के प्रार्थना पत्रों की फोटो कॉपियां हैं जिन्हें संबंधित अधिकारियों को प्रस्तुत किया जाना प्रार्थी लक्ष्मण ने नियमानुसार साबित नहीं किया है। प्रार्थी डब. 3 प्रार्थी लक्ष्मण द्वारा समझौता अधिकारी के समक्ष प्रस्तुत की गयी दरखास्त की नकल है जो विवादित नहीं है इसी प्रकार प्रदर्श डब. 4 विपक्षी द्वारा समझौता अधिकारी के समक्ष पेश किये गये जवाब की नकल है जो भी विवादित नहीं है।

प्रदर्श डब. 4ए रीजनल कॉलेज ऑफ एज्यूकेशन, अजमेर के प्रिंसिपल द्वारा दिये गये प्रमाण-पत्र की फोटो कॉपी है। उक्त प्रमाण पत्र पर कार्यालय का क्रान्ताक अंकित नहीं होने से ऐसा प्रतीत होता है कि उक्त प्रमाण-पत्र संबंधित अधिकारी ने अपनी व्यक्तिगत कैपेसिटी में लक्ष्मण शर्मा की चरित्र प्रमाण-पत्र के रूप में दिया होगा। दूसरे विभाग में बेहतर नौकरी प्राप्त करने का बहाना बनाते हुए कई बार दैनिक बेतन भोगी कर्मचारी इस प्रकार का चरित्र प्रमाण-पत्र अपने अधिकारियों से ले लेते हैं जो गैर कानूनी होता है व्यक्तिगत कैपेसिटी में जारी किये गये इस प्रकार के प्रमाण-पत्र बनें किसी कर्मचारी को नौकरी में स्थाई होने का हक प्रदान नहीं कर सकते हैं। कर्मचारी ने कब से कब तक काम किया वह उसका हाजरी रजिस्टर बता सकता है। प्रदर्श डब. 4ए के आधार पर यह नहीं कहा जा सकता है कि प्रार्थी लक्ष्मण शर्मा ने 1-9-86 से 4-9-87 तक लगातार बगैर व्यवधान के इयूटी दी हो और इस प्रकार एक वर्ष में 240 दिवस का सेवाकाल उसने पूरा कर लिया हो।

प्रदर्श डब. 5 प्रमाण-पत्र में भी कहीं भी 365 दिन के ब्लॉक में 240 दिन की लगातार सेवा लक्ष्मण शर्मा द्वारा की जाना प्रमाणित नहीं होता है प्रदर्श डब. 5ए की भी यही स्थिति है।

प्रदर्श डब. 6 भी रीजनल कॉलेज ऑफ एज्यूकेशन के एक अन्य अधिकारी द्वारा व्यक्तिगत कैपेसिटी में दिया गया चरित्र प्रमाण पत्र है उक्त चरित्र प्रमाण पत्र को भी 240 दिन की सेवा साबित करने के लिए प्रार्थी काम में नहीं ले सकता है।

प्रदर्श डब. 7 समझौता अधिकारी द्वारा तैयार किया गया असफल वार्ता प्रतिवेदन है, प्रदर्श डब. 8 प्रार्थी लक्ष्मण की किसी दरखास्त की नकल है। प्रदर्श डब. 9 रेफरेंस की फोटो कॉपी है प्रदर्श डब. 10 रोजगार कार्यालय से लिया गया एक पत्र है प्रदर्श डब. 11 रीजनल कॉलेज द्वारा लक्ष्मण शर्मा को भेजे गये एक पत्र की कॉपी है। प्रदर्श डब. 12 प्रदर्श डब. 13 तथा प्रदर्श डब. 14 भी इसी प्रकार के कम महत्व के प्रपत्र हैं। प्रदर्श डब. 15 लगायत डब. 19 प्रार्थी लक्ष्मण के कुछ दिनों के इयूटी चार्ट हैं परंतु उनसे भी यह प्रमाणित नहीं होता है कि 365 दिन के किसी ब्लॉक में उसने 240 दिन या उससे अधिक का सेवाकाल पूरा किया हो।

प्रदर्श डब. 20 प्रार्थी के हाजरी रजिस्टर की नकल है प्रदर्श डब. 21 भी इसी प्रकार का यह विशेष महत्व नहीं रखने वाला प्रपत्र है।

इसके विपरीत विपक्षी ने एक प्रपत्र की नकल प्रदर्श एन-1 पेश की है जिसमें बताया गया है कि लक्ष्मण ने कब से कब तक उनके विभाग में दैनिक बेतन पर कार्य किया था।

इस प्रकार फरियादी लक्ष्मण के शपथ पत्र तथा उससे की गयी जिरह व विपक्षी के बाद प्रभारी ए.बी. सक्सेना के शपथ पत्र तथा उससे की गयी जिरह एवं दस्तावेजात् प्रदर्श डब. 1 लगायत 21 तथा प्रदर्श एम-1 के अवलोकन के पश्चात् यह स्पष्ट नतीजा निकलता है कि प्रार्थी लक्ष्मण ने 365 दिन के किसी भी ब्लॉक के यहां 240 दिन या उससे अधिक दिन कार्य नहीं किया था। आठ वर्ष की अवधि में उसने कुल 240 दिन का कार्य किया हो तो इससे वह धारा 25 एफ औद्योगिक विवाद अधिनियम का लाभ प्राप्त करने का हकदार नहीं कहला सकता है। विपक्षी ने सिंतंबर, अक्टूबर व नवंबर माह में 91 कार्यदिवसों में प्रार्थी लक्ष्मण की 89 दिवसों की हाजरी मानी है जिससे वह पता लगता है कि विपक्षी ने रविवारी व राजपत्रित अवकाशों को भी प्रार्थी के कार्यदिवसों में नियमानुसार शामिल किया है।

इस प्रकार प्रार्थी लक्ष्मण के संबंध में यह रेफरेंस इस प्रकार तय किया जाता है कि विपक्षी द्वारा किया गया लक्ष्मण का टर्मिनेशन जस्ट नहीं होना अथवा फेयर नहीं होना प्रमाणित नहीं हुआ है। इस संबंध में विपक्षीगण से प्रार्थी कोई अनुतोष प्राप्त करने का हकदार नहीं है।

अतुल कुमार जैन, न्यायाधीश

नई दिल्ली, 3 जून, 2003

का. आ. 1771—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर में, केन्द्रीय सरकार ओरिएप्टल इंश्यूरेन्स कं. लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, नई दिल्ली के पंचाट को (संदर्भ संख्या 49/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2003 को प्राप्त हुआ था।

[सं. एल-17012/20/2001-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2003

S.O. 1771—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.) 49/2001 of the Central Govt. Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 2-6-2003.

[No. L-17012/20/2001-JR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

PRESIDING OFFICER : SHRI B.N. PANDEY

LD. No. 49/2001

Sh. Ram Gopal son of Shri Sunder Lal
C/o Shri Munesh Tyagi Advocate 17,
Pyare Lal Sharma, Law Chambers,
Civil Court, Meerut (U.P.)

Versus

Oriental Insurance Co. Ltd.
The Divisional Manager 346
Anand Bhawan Khair Nagar Road,
Meerut (U.P.) 250001

AWARD

The Central Government in the Ministry of Labour vide its order No.L-17012/20/2001/IR(B-II) dated 6/7-8-2001 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Oriental Insurance Co. Ltd in terminating the services of Ram Gopal s/o Shri Sunder Lal part time Sweeper w.e.f. 1-6-2000 is justified. If not, what relief he is entitled to?”

2. In short the workman petitioner has claimed that he had been working with the opposite party since 1-4-1997 on the post of Safai Karamchari (Sweeper) Part time continuously on monthly wages; that he worked continuously for more than 240 days every year during his service span and during the period of his whole service his work and conduct was found good, satisfactory, unblemished and unblameworthy that his services were terminated by the opposite party management illegally and arbitrarily on 1-7-2000 verbally; that the opposite party followed unfair labour practices and he was not provided full labour law facilities and that before his termination no reason was assigned nor any notice or notice pay or retrenchment compensation was paid to him by the management; that the applicant was also not paid according to his work and post and equivalent to other permanent worker and thereby principle of equal pay for equal work was also not followed; that the termination of the applicant is illegal and without following the principle of equal pay for equal work and adopting the pre-requisite conditions as provided under Section 25 F of the I. D. Act, 1947. Hence termination of his service is void and he is entitled for reinstatement in the service with full back wages and other benefits; that the post and work done by the applicant was still needed and the same was not abolished by the opposite party and fresh hands were employed by the opposite party to do the same work because the workman was not given any notice; that the opposite party did not act bona fide

but the management acted mala fide and arbitrarily in terminating the services of the applicant; that the opposite party paid no heed to the demands of the applicant to reinstate him and pay wages. Hence this dispute.

3. The workman has also filed as many as 8 documents in support of his claim besides filing his own affidavit.

4. Despite sufficient service of the notice and repeated opportunities the management failed to file its written statement and contest the claim of the workman. Hence the case proceeded ex parte against it.

5. In support of his case the workman filed his own affidavit which remained unrebutted by the management.

6. Heard authorised representative of the workman and also perused the file.

7. Since the case of the workman has not been contested by the management, I find no justification to disbelieve the unrebutted affidavit and documents of the workman in support of his claim. From the affidavit of the workman it is proved beyond doubt that he had been working as Sweeper with the opposite party w.e.f. 1-4-97 continuously on monthly wages and he was illegally terminated on 1-6-2000 verbally by the opposite party without following the legal requirements as provided under Section 25 F of the I. D. Act.

8. The learned authorised representative of the workman placed reliance on a case law of Rajasthan High Court reported in 2003 Lab. I. C. 528 Municipal Board Partapgarh and Another Vs. Labour Court Bhilwara and Other wherein it was held that :

“There is no dispute on the legal proposition that Section 25-F of the Act of 1947 is applicable even to a daily rated workman and further more, illegality of, or irregularity in, the making of appointment cannot be a ground to refuse to follow the provisions of Section 25-F of the Act of 1947; and that there is also no dispute on the legal proposition that a part time worker is a workman as defined in Clause(s) of Section 2 of the Act of 1947 because the principal factor to determine whether a person is a workman or not is the main or substantial work for which he has been employed and engaged and not neither his designation nor any incidental work done or required to be done by him. It was also held that since in the present case, the respondent No. 2 to 5 were engaged for performing the duties on part time basis; Therefore, from every point of view, they should be termed as workman as defined in clause(s) of Section 2 of the Act of 1947, and that there is also no dispute on the legal proposition that retrenchment of workman as defined in Section 2(oo) of the Act of 1947 without complying with the provisions of Section 25-F of the Act of 1947 would be *void ab initio*.”

9. On the basis of evidence on affidavit produced by the workman it is also undisputed that the workman had worked for more than 240 days in every calendar year during the period of his service.

10. I find that the cited case law mentioned hereinabove is fully applicable in the instant case. In the instant case the workman undisputedly worked for more than 240 days in each calendar year and his work was also satisfactory. Therefore, he was entitled to the protection of Section 25F of the I. D. Act, 1947 and in absence of compliance of Section 25 of the Act of 1947 termination of the services of the workman was bad in law and without jurisdiction. Hence it cannot be sustained and liable to be quashed. The workman is entitled to be reinstated in service with full back wages and all the consequential benefits.

11. The reference is answered and Award is given accordingly.

Dated : 27-5-2003.

B. N. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और इंस्टीट्यूशन बैंक ऑफ कॉर्मस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 22/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-12012/275/92-आई.आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2003

S.O. 1772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/93) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 3-6-2003.

[No. L-12012/275/92-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-

CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : SHRI S.M. GOEL

Case No. I.D. No. 22/293

Sh. Raj Pal C/o C.I.T.U. Office, Gandhi Chowk, Pathankot
....Applicant.

V/s.

Assistant General Manager, Oriental Bank of Commerce,
Jalandhar City (P.B.)

.....Respondent

REPRESENTATIVES:

For the workman : None.

For the management : Sh. Ram Chander.

AWARD

(Passed on 1st May 2003)

The Central Govt. Ministry of Labour vide Notification No. L-12012/275/92-I.R.(B. II) dated 27th January, 1993 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Oriental Bank of Commerce in dismissing Shri Raj Pal from the services of the Bank justified ? If not, to what relief is the workman entitled ?”

2. None has put up appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above the present reference is dismissed in default and the same is returned as such to the Appropriate Govt. for publication.

CHANDIGARH

Dated : 1st May, 2003.

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1773.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/76 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-12011/93/2000-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2003

S.O. 1773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/76 of 2000) of the Central Govt. Industrial Tribunal-cum-Labour Court, 'No. 2' Mumbai as shown in the annexure in the Industrial Dispute between the management of Syndicate Bank, and their workman, which was received by the Central Government on 3-6-2003.

[No. L-12011/93/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II MUMBAI**

PRESENT:

**S. N. SAUNDANKAR, Presiding Officer
REFERENCE NO. CGIT-2/76 OF 2000.**

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF SYNDICATE BANK**

The Deputy Gen. Manager,
Syndicate Bank,
Zonal Office, Maker Tower 'E',
2nd Floor, Plot No. 86,
Cuffe Parade, Colaba,
Mumbai-400 005.

V/s.

THEIR WORKMEN

The Vice-President,
Syndicate Bank Staff Association,
Room No. 27, 1st Floor,
98, Cawasji Patel Street, Fort,
Mumbai-400 001.

APPEARANCES:

For the Employer	: Mr. R. N. Shah, Advocate.
For the Workmen	: Mr. Umesh Nabar, Advocate.

Mumbai, Dated 5th March, 2003.

AWARD-PART-I

The Government of India, Ministry of Labour by its Order No. L-12011/93/2000/IR(B-II) dtd. 24-8-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Syndicate Bank is justified to dismiss Shri. Rajesh V. Merchant from the services of the Bank ? If not, then what relief the workman is entitled to ?"

2. Workman Merchant had joined as a Clerk in the Syndicate Bank on 23rd July, 1976. Vide Statement of Claim (Exhibit-6) workman contended that he had passed CAIB Examination and therefore he was given increments as incentive and in spite of that he was suspended by the order dtd. 15-7-97 when he was functioning as a cashier in Kandivili (W) Branch and pending his suspension he was issued charge-sheet dtd. 19-2-98 alleging that on 31-5-97 he had received cash of Rs. 1,16,207/- from M/s. Bombay Suburban Electric Supply Limited and accounted the same on 3rd June 1997 and further alleged that he had received Rs. 95,326/- on 3rd June, 1997 from the said company but did not account for the same till 30th June, 1997 thereby he

had temporarily misappropriated both the amounts. Workman pleaded that he had denied the same by reply dtd. 6-3-98 but without considering the same domestic inquiry was conducted against him. He further averred that he was not given fair and proper opportunity and the inquiry officer dealt with incomplete evidence favourable to the bank thereby the findings recorded by him are perverse. It is pleaded that the bank did not examine the material witnesses and that based on the incomplete evidence he was held guilty by the inquiry officer by the report dtd. 30th September, 1998. It is the contention of the workman that the Disciplinary Authority based on the report by the order dtd. 30-12-98 dismissed him from the service w.e.f. 6-1-99 which he had assailed by the Appeal dtd. 25-1-99. However the Appellate authority turned down the same illegally on 10th March, 1999. According to workman inquiry being against the Principles of Natural Justice and findings perverse be set aside.

3. Management Syndicate Bank resisted the claim of workman by filing Written Statement (Exhibit-9) contending that the workman while working as clerk in Kandivili Branch was entrusted with duties of cashier 1-2-97 onwards. On 31-5-97 he accepted cash of Rs. 1,16,207 from M/s. Bombay Suburban Electric Supply Limited (BSES Ltd.) to credit to their Current Account No. 796 maintained at the Branch and he issued a counterfoil to them affixing the "cash received" seal bearing the date 31-5-97 and initiating on it. Further it is revealed that he had not accounted the said cash in the books of the bank on the same date, however, on 3-6-97 i.e. after three days of handing over the said sum, he accounted for receipt of the same by entering it under Serial No. 107 in cashier's scroll and further contended that on 3-6-97 said company remitted Rs. 675 and Rs. 95,326 by preparing two separate cash challans for credit of their current A/c. No. 796. Workman received the same cash and issued counter foils by affixing "cash received" seal Bearing date 3-6-97. The record revealed workman accounted for receipt of cash Rs. 675 only under Sr. No. 108 in the cashiers scroll on 3-6-97, however after receiving the statement of account for the period 1-5-97 to 21-6-97 the B.S.E.S. Ltd. vide their letter dated 30-6-97 complained about the details of credit of Rs. 1,16,207 on 3-6-97 though deposited by them on 31-5-97 and non-crediting of Rs. 95,326 deposited by them on 3-6-97 towards their current account, and after coming to know the complaint workman accounted for cash receipt of Rs. 95,326 in the books of the bank by recording relevant cash received entry in Sr. No. 19 of the cashiers scroll i.e. after a lapse of 27 days i.e. on 30-6-97. It is pleaded by the bank that the workman with dishonest intention of deriving undue pecuniary benefit misappropriated the money received from the customer of the branch and repaid the same after they lodged a complaint. He was having two O.D. Account Nos. 33/95 and 26/96 in his name, SB Account No. 5537 jointly with his wife, S.B. Account No. 7634 jointly

with his parents and wife and had S.B. Account No. 6708 jointly with his sister Mrs. J. P. Jalati and on verification of his O.D. Accounts during the period February, 1996 to July, 1997 there were credits of 50 in number over and above Rs. 5000 and during March, 1996 to July, 1997 huge credits were received by the cash/transfer/clearing in joint S.B. Account No. 5537 with his wife. It is further the case of bank that during the period from January, 1996 to July, 1997. He got outstation/local cheques frequently discounted at the Branch. Two cheques of Rs. 25,000 each discounted on 11-5-96 under CDD 9/96 and 10/96 were presented in the clearing on 14-5-96 and the entries in the CDD ledger were rounded off on 14-5-96 by noting the date of realization on 14-5-96. These cheques were returned in the clearing on 15-5-96 and the amount of the cheques were debited to the CDD head of account but not to his and his wife's account on the same day for recovery. The debit made to CDD amount was allowed to continue. The said returned cheques were presented once again in outward clearing on 21-5-96 and credits were released to CDD Head of Accounts. These cheques were returned on 21-5-96 and debited again to CDD Head of Account. The relevant debit slips do not bear the signatures of the manager or any supervisory staff, and finally these two cheques were presented again on 31-5-96 and were released thereby these two cheques were dishonored twice and the delayed realization were suppressed/concealed and not recorded in the CDD Ledger. It is pleaded the workman was a clerk in the advances section during that period, he had prepared relevant debit/credit slips. It is averred by the management that a cheque of Rs. 25,000 was discounted under CDD 51/96 on 28-6-96 to his father Shri U. K. Merchant for credit of S.B. Account No. 7634 held jointly with the workman. When the said cheque was returned workman operating the same *modus operandi* recovered the amount from S.B. Account No. 7634 on 9-7-96 and similarly the cheque for Rs. 25,000 discounted on 10-7-97 to Mrs. Rita R. Merchant, his wife for credit of joint S.B. Account No. 5537 was held by him and returned unpaid and the CDD amount was recovered on 16-7-97. It is further contended that during the period April, 96 and May, 97, there were transfer of funds from the accounts of different clients to SB/OD accounts standing in the name of workman. The transfer vouchers pertaining to all the transactions were prepared by him fraudulently without the authorization of the customers amounting to indulging in business activities outside the scope of his employment. For all these events he was charged for gross misconduct of doing acts prejudicial to the interests of the bank and indulging in trade/business outside the scope of his duties vide clause 19.5(j) and 19.5(a) of the Bipartite Settlement vide chargesheet dtd. 19-2-98 and Corrigendum dtd. 16-3-98. It is averred by the management that say of the workman was sought however the same being not satisfactory domestic inquiry was held against him and that the enquiry officer giving sufficient opportunity

recorded his findings and based on the findings since workman found guilty he was dismissed. It is pleaded that the findings of the inquiry officer are based on the documents and the evidence on record consequently not perverse. Consequently workman's claim being devoid of substance be dismissed with costs.

4. By Rejoinder (Exhibit-10) workman reiterated the recital in the Statement of the Claim denying the averments in the written Statement.

5. On the basis of the pleading issues were framed at Exhibit-11. In that context workman filed affidavit in lieu of Examination-in-Chief (Exhibit-15) and orally closed evidence. In rebuttal manager Mr. Shetty on behalf of the bank filed affidavit (Exhibit-16) and the management closed oral evidence vide purshis (Exhibit-17).

6. Workman filed written submissions (Exhibit-19) and the management (Exhibit-20). On hearing the counsels and perusing the record and the written submissions, I record my findings on the following preliminary issues for the reasons mentioned below :—

Issues	Findings
1 Whether the domestic inquiry conducted against the workman was as per the Principles of Natural justice ?	Yes
2 Whether the findings of the inquiry officer are perverse?	No.

REASONS

7. Admittedly workman, Merchant was in the employment of the bank. According to him domestic inquiry conducted against him is not fair as bank had withheld the material witnesses and documentary evidence and further contended that he was not given sufficient opportunity to defend his case. Manager Mr. Shetty denied the same contending that inquiry was fair and proper. Their Lordships of the Apex Court in Sur Enamel and Stamping Works V/s. Their Workmen 1963 II LLJ SCC pg.367, ruled that enquiry cannot be said to have been properly held unless :

(1) the employee proceeded against has been informed clearly of the charges levelled against him.

(2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges.

(3) the employee is given a fair opportunity to cross examine the witness.

(4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and

(5) the inquiry officer records his findings with reasons for the same in his report. Workman admittedly had received the charge sheet mentioning therein the detailed charges dtd. 19-2-98 and he had replied it on 6-3-98. Workman admits in his cross examination para.7 that he had participated in

the inquiry along with his defence representative and that his defence representative had cross examined the witnesses of the management. They both had inspected the documents produced by the management. It is therefore clear that workman was aware on the charges which he had to meet. So far the contention of workman that bank withheld the material witnesses and documents is concerned, admittedly he did not request the inquiry officer that he has to examine the officer of the BSES Ltd. If workman finds the said officer as material witness, he could have examined him as his witness however, he did not do so, though examined himself on oath. So far documents are concerned he had taken inspection of the documents produced by the management. Had he grievance on the documents, he could have asked from the concerned, and cannot now make grievance to that effect. On perusal of the inquiry proceedings filed with list (Exhibit-12 & I3) it is seen, inquiry was commenced on 15-5-98 and the report was submitted on 30-9-98. It is not that inquiry was done in haste. Enquiry proceedings further clearly point out the charges and the evidence recorded. Inquiry officer analysing the evidence with detailed reasons recorded the findings. Simply alleging that material witnesses and documentary evidence was withheld, purpose would not be served. What is necessary to point out that, that occasioned prejudice however nothing of the sort on record. The Learned Counsel Mr. Nabar for the workman submitted that the rules of Natural Justice have not been followed and therefore the inquiry vitiates. Rules of Natural Justice are not embodied rules. The question as to whether in the given case Principles of Natural Justice have been violated or not is to be found out on consideration as to whether the procedure adopted by the appropriate authority is in accordance with the law or not and whether the delinquent knew the charges he was going to face. In short, what is required to be seen whether he was given an opportunity to state his case, whether the authority has acted in good faith. On going through the inquiry proceedings and the evidence as a whole, nowhere finds that Principles of Natural Justice are violated. So far perversity of findings are concerned, according to Mr. Nabar, inquiry officer totally ignored the evidence led on behalf of the workman, much less considered. 'Perversity' is that when the findings are such which no reasonable person would have arrived at on the basis of the material before him. Workman himself admits that the findings are based on the evidence on record. On perusal of the report dtd. 30-9-98 clearly mentions the evidence and analysis in the light of the banks documents which clearly indicative to show that the findings are based on the documents and evidence.

If we look the evidence in the light of the tests laid down as above, it is apparent that the workman clearly understood the charges leveled against him, witnesses were examined and that full opportunity was given and that the findings are based on the documents and the evidence on

record, therefore hardly inquiry can be said to be vitiated. It is therefore clear that inquiry was held as per the Principles of Natural Justice and the findings of the inquiry officer are not perverse. Preliminary issues are therefore answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principle of Natural Justice.

The findings of the inquiry officer are not perverse.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2003

का० आ० 1774—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एस्पोरेन्स कंपनी के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संलग्न 2/62 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-6-2003 को प्राप्त हुआ था।

[सं० एल-17012/4/2000-आई०आर०(बी-II)]

सौ० गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2003

S.O. 1774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/62 of 2000) of the Cent. Ind. Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the annexure in the Industrial Dispute between the management of New India Assurance Co. Ltd. and their workman, received by the Central Government on 3-6-2003:

[No. L-17012/4/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

S. N. SAUNDANKAR,

Presiding Officer

REFERENCE NO. CGIT-2/62 OF 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

NEW INDIA ASSURANCE CO. LTD.

The Divisional Manager,
New India Assurance Co. Ltd.,
Divisional Office III,
Dr. Gondkar Building,
Opp. NDDC Bank,
Nasik (Maharashtra) 422002.

Verses

Mr. A. R. Kapse,
422-E, Dhopavkarwada,
Vakilwadi,
Nasik (Maharashtra) 422001.

APPEARANCES:

FOR THE EMPLOYER : Mr. U. M. Joshi
Advocate.

FOR THE WORKMEN : Mr. M. B. Anchand
Advocate.

Mumbai, Dated 24th March, 2003

AWARD

The Government of India Ministry of Labour by its Order No. L-17012/4/2000/IR(B-II) dtd. 22-6-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of New India Assurance Co. Ltd. Nashik Division in terminating the services of Mr. Amol Ramakant Kapse, Ex-part time Sweeper and Sub-staff w.e.f. 18-2-1999 is legal and justified. If not, what relief the workman concerned is entitled to?"

2. Amol Ramakant Kapse was engaged as part time sweeper in the office of the management Company. Vide Statement of Claim (Exhibit-4) Kapse pleaded that he worked in the branch office of management Company situated at Amarsmriti, Nasik from 7-10-91 to 30-3-97 and further till 18-2-99 in the Divisional Office, Nasik. He averred that initially he was getting Rs. 50/- per day for the work of sub staff category and later on Rs. 1000/- per month under voucher. His duty hours were 9.30 a.m. to 5.30 p.m. It is pleaded that since workman worked more than 240 days by the application dtd. 15-2-99 he requested the management Company to regularise him in permanent capacity, however instead doing that he was discontinued w.e.f. 18-2-99 for which he had moved the Assistant Labour Commissioner (C) by the letter dtd. 25-5-99. It is contended A.L.C.(C) tried conciliation but failed. It is the contention of workman that though he worked continuously more than 240 days instead making him permanent he was terminated without notice which is against the provisions of the Industrial Disputes Act amounting to unfair labour practice. Consequently he contended to direct the Company to reinstate him in service with full back wages as permanent sub staff.

3. Management, New India Assurance Company Ltd. resisted the claim of Kapse by filing Written Statement (Exhibit-9) contending that Kapse was engaged on the basis of need of work for cleaning office and house keeping and that he was disengaged on reporting of a regular employees.

It is pleaded that Kapse never worked for 240 days in any calendar year and that his engagement was *de hors* the rules does not attract the provisions of section 25F of the Act. He was not employed through employment exchange. Since he was occasionally engaged, question of his termination does not arise. Company therefore contended Kapse's discontinuance on reporting of a regular employee does not amount to termination and that his claim being devoid of substance be dismissed with costs in limine.

4. By rejoinder (Ex-10) Kapse reiterated the recitals in the statement of Claim denying the averments in the Written Statement.

5. On the basis of the pleadings issues were framed at Exhibit-11. In that context Kapse filed affidavit in lieu of Examination in Chief (Exhibit-24) and closed oral evidence vide purshis (Exhibit-25). In rebuttal, Divisional Manager, Nashik Mr. Tambat filed affidavit (Exhibit-27) and management closed oral evidence vide purshis (Exhibit-28).

6. Workman filed written submissions (Exhibit-21) and management (Exhibit-29). On perusing the record as a whole and the written submissions and hearing the Learners, Counsels I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Whether it is proved that Mr. Amol Ramakant Kapse continuously worked for 240 days in a Year ?	No
2. Whether the action of the management of New India Assurance Co. Ltd. Nashik Division in terminating the services of Mr. Amol Ramakant Kapse, Ex-part-time sweeper and sub-staff w.e.f 18-2-1999 is legal and justified.	Action of the management of disengaging Kapse is legal and justified.
3. What relief the workman is entitled to ?	As per order below.

REASONS

7. According to Kapse as seen from his sworn testimony (Exhibit-24) he worked as sub-staff (sweeper) in the Branch office of Company at Amarsmriti from 7-10-91 initially on daily wages of Rs. 10/- per day, thereafter Rs. 15/- per day and in the Divisional Office from 7-4-98 @ Rs. 70/- per day till his disengagement on 19-2-99 thereby he put more than 240 days. He disclosed that he was getting wages under vouchers. By way of Rejoinder (Exhibit-10) para 1 he has averred that he worked more than 240 days in each year with the Corporation. In cross-examination para 9 he stated that he has documentary evidence to show that he worked more than 240 days, however he did not file

evidence to that effect. Divisional Manager Mr. Tambat in his cross-examination para. 10 disclosed that Kapse was paid wages as per vouchers pg. 28-86 (Exhibit-18) for the work done by him. Mr. Tambat in his affidavit para. 4 given details on the work done every year by Kapse. Even if we counted the working days as per the vouchers referred to above working days do not come 240, therefore hardly can be said that Kapse worked 240 days much less continuously in the office of the company.

8. Assuming for a moment Kapse worked more than 240 days, it is his case that he so worked on daily wages. Divisional Manager Mr. Tambat disclosed that Kapse was engaged for cleaning the office as per need of work and that on reporting on duty of a regular employee he was disengaged. Certificate filed by Kapse (Exhibit-18/4) dtd. 8-1-97 itself indicates that he was engaged as substitute of a regular sweeper. It is therefore apparent that Kapse was not regular employee and that he was engaged as per the need of work. He was admittedly not given appointment letter nor his name was recommended by employment exchange. The Learned Counsel Mr. Joshi for the company submits that merely on account of completion of 240 days Kapse cannot claim relief of sub-staff relying on *Madhyamik Shiksha Parishak Uttar Pradesh V/s. Anil Kumar Mishra & Ors. 1994 I LLM 851*. Their Lordships of Apex Court in Ahmednagar Zilla Seth Mazdoor Union V/s. Dinkar Rao Kalyan Rao Jagdale and Gram Sevak Prashikshan V/s. Workman employed in Majir Farm Kamgar Union 2001 SCC (L&S) pg. 1189 ruled :

“By virtue of continuing for 240 days and more labourers in the said case would not acquire the permanent status to be absorbed as regular employees and thereby Section 25 of the I.D. Act would not be affected.”

Their Lordships in the said case further observed that though the workers worked more than 240 days, for want of vacancy are not entitled for regularisation. So far the workers on daily wages Their Lordships of Supreme Court in *Himanshu Kumar Vidyarthi V/s. State of Bihar AIR 1997 SC 3657* ruled :

“the daily wage employee whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment.”

In the case in hand, Kapse worked on leave vacancy of regular employee that too as a casual worker on the basis of need of work therefore he has no right to claim regularisation and on this background, his contention that he needs to be absorbed is hard to digest.

9. It is in the evidence of Divisional Manager Mr. Tambat that regular appointments are made in accordance with the rules. As stated above, Kapse was admittedly not appointed as per rules nor his name was entered in the attendance roll. Under such circumstance absorbing him

in the absence of any vacancy, is nothing but seeking back door entry which has been strongly condemned by the Apex Court in case *State of Haryana V/s. Piyra Singh & Ors. (1992) 4 SC pg. 118* wherein Their Lordships observed:

“Ordinarily speaking, the creation and abolition of a post is the prerogative of the Executive. It is the Executive again that lays down the conditions of service subject, of course, to a law made by the appropriate legislature. This power to prescribe the conditions of service can be exercised either by making rules under the proviso to Article 309 of the Constitution or (in absence of such rules) by issuing rules/instructions in exercise of its executive power. The court comes into the picture only to ensure observance of fundamental rights, statutory provisions, rules and other instructions; if any, governing the conditions of service. The main concern of the court in such matters is to ensure the rule of law and to see that the Executive acts fairly and gives a fair deal to its employees consistent with the requirements of Articles 14 and 16. It also means that the state should not exploit its employees nor should it seek to take advantage of the helplessness and misery of either the unemployed persons or the employees, as the case may be. As is often said, the state must be a model employer. It is for this reason it is held that equal pay must be given for equal work, which is indeed one of the directive principles of the Constitution. It is for this very reason it is held that a person should not be kept in a temporary or *ad-hoc* status for long. Where a temporary or *ad-hoc* appointment is continued for long the court presumes that there is need and warrant for a regular post and accordingly directs regularisation. While all the situations in which the court may act to ensure fairness cannot be detailed here, it is sufficient to indicate that the guiding principles are the ones stated above.”

10. On going through the evidence as a whole, it is clear that Kapse did not work 240 days much less continuously in a calendar year with the company. He worked on need basis as a sweeper in the leave vacancy and on reporting of a regular employee he was disengaged for which provisions of section 25 F do not apply. In this view of the matter question of his termination does not arise. Consequently Kapse's claim being devoid of substance, deserves to be dismissed. Issues are answered accordingly and hence the order :—

ORDER

The action of the management of The New India Assurance Co. Ltd., in discontinuing the services of Mr. A.R. Kapse (sweeper) on 18-2-99 is legal and justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्राम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 80/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-12011/2/97-आई.आर. (बी.II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2003

S. O. 1775.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 80/98) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workman, which was received by the Central Government on 3-6-2003.

[No. L-12011/2/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, CHANDIGARH

Presiding Officer:—Shri S. M. Goel

Case No. I.D. 80/98

PNB Staff Union, General Secretary, PNB Staff Union,
Dharatal, Pilli Kothi, Kaithu, Shimla

... Applicant.

V/s

Regional Manager, Punjab National Bank, Regional Office,
Dharamshala/Hamirpur.

... Respondent.

REPRESENTATIVES

For the Workman : None.

For the Management : Sh. J. S. Jaswal.

AWARD

(Passed on 1st May, 2003)

The Central Govt. Ministry of Labour vide Notification No. L-12011/2/97/IR(B.II) dated 21st April, 1998 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Punjab National Bank in denying the payment of Hill & Fuel allowance to their employees posted in branches in the districts of Una, Kangra & Hamirpur of Himachal Pradesh during the period w.e.f. 1-9-1978 to 31-10-1987 as per clause 8 of 3rd Bipartite Settlement is legal and justified? If not, to what relief the said workmen are entitled and from what date?”

2. None has put up appearance on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above the present reference is dismissed in default and the same is returned as such to the Appropriate Govt. for publication.

CHANDIGARH.

Dated : 1st May, 2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. टी. एन. एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई, के पंचाट (संदर्भ संख्या सी जी आई टी-2/37 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-40012/46/2000-आई.आर. (डी.यू.)]

कुलदीप राय बर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/37 of 2000) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M.T.N.L and their workman, which was received by the Central Government on 3-6-2003.

[No. L-40012/46/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

S. N. Saundarkar, Presiding Officer

REFERENCE NO. CGIT-2/37 OF 2000

Employers in Relation to the Management of Divisional
Engineer, Extl-III M.T.N. Ltd.

Divisional Engineer,
Extl-III, M.T.N. Ltd.,
Mulund Telephone Exchange,
Mulund (W),
Mumbai-400 080.

AND

Their Workmen

Mrs. Kausilya G. Padmukh,
Asaram Pandav Chawl,
Room No. 3, Ashok Nagar, Kanjur Marg (E),
Mumbai-400 042.

APPEARANCES:

For the Employer : Mr. R. K. Singh, Advocate.
 For the Workmen : Mr. Jaiprakash Sawant,
 Advocate.

Mumbai, the 4th March, 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-40012/46/2000/IR(DU), dtd. 30-5-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Management of Divisional Engineer, External-III, Mahanagar Telephone Nigam Ltd., Mulund Telephone Exchange, Mulund (W), Mumbai by terminating the services of Mrs. Kausalya G. Padmukh w.e.f. 25-7-99 is justified? If not, to what relief the workman Mrs. Kausalya G. Padmukh is entitled?"

2. Vide Statement of Claim (Exhibit-5) Mrs. Kausalya G. Padmukh pleaded that she was employed by the management Divisional Engineer (Ext. III) Mulund Telephone Exchange of MTNL as Sweeper since 1982 on the wages of Rs. 1,000 per month. She averred that she worked continuously however all of a sudden on 25-7-99 her services were orally terminated by the management and that the same being in contravention of the provisions of the I.D. Act, management be directed to reinstate her in service with full back wages.

3. Management M.T.N.L vide written Statement (Ex-6/13) resisted the claim of Ms. Padmukh contending that she was never in their employment and that on the basis of false and fabricated document dtd. 30-12-94 she seeks back-door entry. It is pleaded that M.T.N.L is a Central Government undertaking for which certain norm/rules, regulations and procedures is laid down for the purpose of employment. It is averred since employee-employer relationship does not exist question of her termination cannot be entertained consequently prayed to reject the claim of Ms. Padmukh with costs in limine.

4. On the basis of the pleadings issues were framed at Exhibit-10 and in that contest Mrs. Kausalya G. Padmukh filed affidavit in lieu of Examination in Chief (Exhibit-16) and closed oral evidence vide purshis (Exhibit-21). In rebuttal management filed affidavit of Divisional Engineer Ext I-III, M.T.N.L Mulund Telephone Exchange Shri S.D. Shembekar (Exhibit-22) and closed oral evidence vide purshis (Exhibit-25).

5. Mrs. Kausalya G. Padmukh filed written submissions (Exhibit-27) and the management (Exhibit-25). On going through the record, written submissions I record my findings on the following issues for the reasons stated below :—

Issues**Findings**

- | | |
|---|---|
| 1. Whether Mrs. Kausalya G. Padmukh is the employee of M.T.N.L? | No |
| 2. Whether the action of the management of Divisional Engineer, External-III, Mahanagar Telephone Nigam Ltd., Mulund Telephone Exchange, Mulund (W), Mumbai by terminating the services of Mrs. Kausalya G. Padmukh w.e.f. 25-7-99 is legal and proper? | Since Mrs. Padmukh was not in employment question of termination of her service does not arise. |
| 3. What relief Mrs. Padmukh is entitled to? | As per order below. |

REASONS

6. According to Mrs. Padmukh she was employed as Sweeper by the management of Divisional Engineer, Mulund Telephone Exchange of M.T.N.L, Mumbai since the year 1982 on the wages of Rs. 1000 per month. She disclosed that she worked continuously and was getting wages under payment vouchers and inspite of that she was orally terminated w.e.f. 25-7-99. Padmukh to show that she was in the employment of management filed certificate dtd. 30-12-94 (Exhibit-19). Divisional Engineer Mr. Shembekar flatly denied that Mrs. Padmukh was employed at any time and that according to him certificate referred to above is forged and fabricated. Now crucial point is whether Padmukh was in the employment of management. According to Padmukh she worked in telephone office situated at Bhandup Mini Land owned by owners association. It was suggested to her that she was in the employment of said owners association and not the MTNL. It is significant to note that Padmukh admittedly did not apply for getting work nor Provident Fund/Group Insurance was deducted from her wages. She was admittedly not given identity card nor her name was entered in the attendance register maintained by MTNL. Had she at any time in the employment of MTNL, entry to that effect would have final in the record however, that is wanting. So far the voucher is concerned, it is to be noted that in cross-examination para 8 Padmukh admitted that she can produce the voucher on record by which she was receiving payment. However, inspite of seeking sufficient time she did not file those vouchers. Admitting to file the document and not filing the same an adverse inference could be drawn that she had no document and therefore not filed.

7. Padmukh admitted that except certificate (Ex. 19) she does not have other document. According to management that certificate is forged and fabricated. It is seen from the cross-examination para 7 Padmukh admitted to produce the original of the same but changing her mind

she said that she had sent it to Delhi. In the beginning she stated that she had filed the same with A.L.C. (C). If at all, document (Exhibit-19) been genuine and issued by M.T.N.L. and that her total case rests on that, she would have called correspondence to that effect from the office concerned i.e. M.T.N.L. as well as A.L.C. (C) however, no efforts are made. It is therefore difficult to place reliance on the testimony of Padmukh that she was in the employment of M.T.N.L. It is significant to note that according to Padmukh, one Katule Saheb had taken her on work and that he was instructing what work to be done. She has not however examined said Katule who could have thrown light in the matter. In the absence of any reliable and cogent evidence hardly interested words of Padmukh that she was in the employment, can be relied upon. In view of the discussion supra, it is apparent that Padmukh was not in the employment of M.T.N.L., consequently question of termination of her service by the management does not arise. She is therefore not entitled to any relief and her claim being devoid of substance, deserves to be dismissed. Issues are therefore answered accordingly and hence the order :—

ORDER

Mrs. Kausalya G. Padmukh being not the employee of management Malianagar Telephone Nigam Ltd. question of termination of her service does not arise and consequently her claim stands dismissed.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1777.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीमेंट कॉर्पोरेशन ऑफ इंडिया के प्रधान धर्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 85/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-42011/4/95-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/95) of the Central Govt. Indutrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cement Corporation of India and their workman, which was received by the Central Government on 3-6-2003.

[No. L-42011/4/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer, Shri S. M. Goel

I.D. No. 85/95

President,
Cement Corporation
Karmchari Union,
Charkhi Dadri,
Bhiwani.

Applicant.

Versus

General Manager,
Cement Corporation of India Ltd.,
Charkhi Dadri,
District Bhiwani.

Respondent

APPEARANCES:

For the Workman	: Shri B.S. Prabhakar
For the Management	: Shri H.N. Mehtani with Arvind Kashyap.

AWARD

(Passed on 12-05-2003)

The Central Govt. vide No. L-42011/4/95/IR(D) dated 3rd of November, 1995 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of CCI of India, Charkhi Dadri, in denying to give permanent status according to Standing Order applicable to S/Siri Maman son of Siri Chand, Ram Sarup son of Shri Chand, Ram Sarup son of Sh. Hardev, Dalip son of Ram Sarup, Ram Kumar son of Kundan, Fate Singh son of Suraj Bhan and Prit son of Lilu is just, fair and legal? If not, to what relief they are entitled and from which date?”

2. Union in the claim statement has pleaded that earlier the Unit at Charkhi Dadri was owned by M/s. Dalmia Dadri Cement Ltd. (hereinafter called as DDCL) and on its closure all the workmen were terminated and later on this unit was taken over by the Cement Corporation of India (hereinafter called as CCI) and it was decided to give re-employment to the workers of erstwhile DDCL on seniority basis and the names of the above workers appeared in the penal book but the management of CCI violated the agreement and did not give these workers regular appointment letters and deprived them the status of permanent workmen although large number of persons were given appointments who were quite juniors to these workers. However the management engagement of above workers on daily rate basis in the year 1983 and after that they were working continuously with the management and the management of CCI accepted the engagement of these persons in the month of July, 1986 under their direct control/ supervision and payment etc. It is further pleaded that service conditions of the employees working under the

CCI Charkhi Dadri are governed by the model standing orders and the present workmen are entitled for permanent status as per the model standing orders. It is also pleaded that the workers were not allowed permanent status and they are also debarred by the management for the benefits which are available to the permanent workmen. It is therefore, prayed by the Union that the above seven workmen be given permanent status after completing of three months probationary period i. e. w. e. f. July, 1986 with all benefits which is available to permanent workman alongwith arrears of all dues.

3. In the written statement the management pleaded that after take over, the management of CCI made fresh recruitments from amongst the ex-employees whose services had been terminated by the DDCL and lateron a rehabilitation compensation scheme was formulated and these workmen were never given appointment by the CCI and, therefore, no relationship of workmen and management came into existence at any stage between these workers and the management of CCI and hence they are not entitled to any relief from the CCI. It is further pleaded by the management that in pursuance of the scheme for providing livelihood to the employees, a co-operative society was formed and it was decided that the employees engaged by the society would get 45% over and above the minimum wages fixed by the Haryana Govt. and CCI would further pay 5% to the said society as administrative charges. The workers mentioned in the reference have no relationship of employer and employee at any stage and thus the management of CCI in no way is to liable to pay the benefits as demanded by the workers. It is admitted that the claimants were provided leave cards and national and festival holidays and their leave have been credited. It is also pleaded that Shri Preet has expired and Ram Sarup has has retired on superannuation and has been paid encashment value of leave and holidays. Canteen subsidy was given to them. Dust allowance and shift allowance has been paid. Payment of bonus has been made. The claimants were advised to deposit their contribution towards Provident Fund and the management also deposited provident fund and family pension fund for the period July 1987 to March 1989. Payment under group Insurance scheme was already been made to Smt. Imrati Devi W/o late Shri Preet. It is thus prayed that as there is no relationship of employer and employee the workmen are not entitled to permanent status and benefits attached to the status of permanent and the claim deserves to be rejected.

4. In evidence the Union examined Shri B. S. Prabhakar as WWI who filed his affidavit Ex. WI and documents Ex. WWI/1 to WWI/48. The Union also examined six workmen and also filed their respective affidavits and Mukesh son of Pritam (deceased workman) also filed his affidavit and also appeared for cross-examination. In rebuttal the management of CCI filed the affidavit Ex. MI of Shri D. K.

Maharania, it is admitted by MWI D. K. Maharania that the petitioners were the ex-employee DDCL and they were working in the unit on casual basis continuously.

5. I have heard the learned counsel for the parties and have also gone through the evidence and record of the case. The learned representative of the workmen has argued that the workmen after three months service should be treated as permanent and as per model standing order every permanent person is entitled for the benefits at par with all other regular and permanent worker and the same has been denied to the workmen illegally by the management. He has also referred me to the report of the Cement Wage Board for the Cement Industry and also the judgements in CWP 10701/94 and CWP 11999 of 1993. He has further argued that in the above noted cases of the same workmen it was held by this court that employer and employee relationship existed between the workmen and the Management. He has further argued that in the above noted cases the court has directed the management to give the minimum wages and other benefits in view of the Cement Agreement Award treating the workers at par with regular employees.

6. On the other hand the learned counsel for the management has argued that the above seven workmen were working on daily basis and they were the employee of the co-operative society which was responsible for deployment of the workers and the management was not their employer and the management was only paying the 45% of the total wages and 5% administrative charges in pursuance of the agreement between the management and the Union, therefore, they can not be given the status of permanent workmen as demanded by the Union.

7. I have considered the contentions of the learned representatives of the parties. I have also pursued the judgement passed by the Hon'ble Punjab & Haryana High Court in CWP No. 5786 of 2000 and orders passed in CWP 10701 of 1994 and CWP No. 11999/1993. I have also gone through the Model Standing Orders, Cement Wage Board and Arbitration Award. In CWP No. 5786 of 2000 the workmen have claimed for computation of wages when they were rendered jobless. The Hon'ble Punjab & Haryana High Court has affirmed the orders of this Court for the grant of wages for the period when the workmen were rendered jobless. Model Standing orders also provides that if a person complete three months on probation, he is entitled for permanent status and is also entitled for all the benefits at par with regular employees. In my considered opinion after three months of employment with the management every person attains the status of permanent workman and he is entitled for all the benefits attached to the regular employee and the denial of such benefit is illegal. The union has also placed on file five decisions under the payment of Gratuity Act 1972, in which the gratuity has been allowed, to the five persons who approached the authority concerned for the grant of gratuity. Moreover

the Hon'ble High Court of Punjab & Haryana also affirmed the decision of this Court for the grant of compensation in lieu of lay off and minimum wages and other benefits and they were considered at par with the regular employees in the matter of payment of gratuity and other minimum benefits. Therefore, the above seven workmen are entitled to the benefit of permanent status from July, 1986 alongwith other benefits attached to the post of permanent workmen employed with the CCI.

8. It is also pertinent to mention here that the management has been making the recovery of provident fund subscription of the workmen w. e. f. 1-1-1987 and the management of CCI is also paying their part of contribution in the provident fund of the workmen and these workmen for all intents and purposes are thus the employees of the corporation and are entitled for the benefits at par with a permanent workman.

9. In view of the discussion made in the earlier paras, it is held that the workmen under reference have attained the status of permanent workman according to the standing order. The management is directed to grant permanent status to the workmen and also attached benefits to the post of permanent nature to the workmen mentioned in the reference from the date they complete three months service from July 1986 and the dues of late Preet be paid to his Lrs. The reference is thus answered in favour of the workmen. Central Govt. be informed.

Chandigarh.

S.M. GOEL, Presiding Officer,

12-5-2003

नई दिल्ली, 3 जून, 2003

का. आ. 1778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ सं. 117/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-42011/85/90-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1778.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/91) of the Central Govt. Indus. Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 3-6-2003.

[No. L-42011/85/90-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri S. M. Goel

Case No. I.D. 117/91

General Secretary,
Nangal Bhakra Mazdoor Sangh,
Nangal Township,
Distt. Ropar.Applicant.

V/s.

Chief Engineer,
Bhakra Beas Management Board,
Nangal Township,
Distt. Ropar.Respondent

REPRESENTATIVES:

For the workman	:	Shri R.K. Singh
For the Management	:	Shri R.C. Sharda.

AWARD

(Passed on 30-4-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42011/85/90-I.R.(DU) dated 18th September, 1991 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Chief Engineer, Bhakra Beas Management Board, Nangal Township in terminating the services of S/Shri Sham Lal, S/o. Sh. Jhalman Dass, Dharam Pal S/o. Sh. Mehu Ram, Ramesh Chand S/o. Sh. Bhulla Ram and Anil Dass S/o. Sh. Anant Dass, w.e.f. 2-7-90 is justified? If not, to what relief the concerned workmen are entitled to and from what date?"

2. In the claim statement the applicants pleaded that they were engaged as skilled mazdoors on daily wages in Bhakra Mechanical Division Nangal and their services were terminated w.e.f. 2-7-1990. The services of all the workmen were terminated in violation of section 25-G of the I.D. Act 1947. It is further pleaded that the management has not maintained the seniority in their category and number of juniors have been retained in the service. It is also pleaded that the petitioners approached the Hon'ble High Court for regularisation and the writ petition was disposed off with the direction that the authority will pass the orders on the representation within six months. It is thus prayed that the workmen be reinstated in services with full backwages and other benefits.

3. In the written statement the management admitted that the workman Sham Lal worked for 165 days and Dharam Pal workman worked only for 237 days. It is also admitted that workman Ramesh Chand worked for 190 days and Anil Dass worked for 201 days and their services were terminated due to completion of the jobs. It is further pleaded that some workmen were retained in service due to

stay granted to them by the Punjab & Haryana High Court. It is further pleaded that none of the workman had completed 240 days in a calendar year as detailed in the written statement and thus the management has not contravened the mandatory provisions of the I.D. Act 1947. It is thus prayed that there is no merit in the present reference and the same be rejected.

4. In evidence the workman Sham Lal filed his affidavit as Ex. W1 and also the documents Ex. W2 to W7. He admitted in cross-examination that he had no proof to show that he worked beyond 165 days. Dharam Pal filed his affidavit EX. W8 and also admitted in cross-examination that he worked from 9/88 to 5/89 and completed only 237 days. In rebuttal the management produced Shri Ranbir Singh Minhas SDO Rly as MW 11 who filed his affidavit Ex. M1.

5. I have heard the learned representatives of the parties and also have gone through the evidence and record of the case. The learned representative of the workman during the course of arguments has made the statement that the workman namely Ramesh Chand and Anil Dass are not interested to pursue with the present case. Thus only two workmen namely Sham Lal and Dharm Pal are contesting the case. The learned representative of the workman has argued that the management has not complied with the mandatory provisions of the I. D. Act 1947 and juniors have been retained thus the workmen are entitled for reinstatement in service with full backwages. On the other hand the learned representative of the management has contended that the workman have not completed the mandatory 240 days to attract the provisions of Section 25-F of the I. D. Act 1947. It is admitted case of the workmen that they had not completed 240 days of service immediately before their termination.

Thus in my considered opinion the management is not under obligation to comply with the provisions of Section 25-F of the I. D. Act, 1947. It is further argued on behalf of the management that no junior have been retained by the management in service and only those persons have been retained who produced the stay orders from the Hon'ble High Court. Thus no case is made out that the management had retained the juniors.

6. In view of the discussion made above, I am of the opinion that the action of the management in terminating the services of the workmen are fully justified and they are not entitled to any relief. Reference is answered accordingly. Central Govt. be informed.

30-4-2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 169/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-42012/34/90-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, 3rd June, 2003

S.O. 1779.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.169/90) of the Central Government Industrial Tribunal / Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 3-6-2003.

[No. L-42012/34/90-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : CHANDIGARH

Presiding Officer : Shri S. M. GOEL

Case No. I.D. 169/90

Shri Ram Krishan Singh,
General Secy. Nangal Bhakra
Mazdoor Sangh, H.No. 35-G,
Nangal Township, Distt. Ropar-140124.

.....Applicant.

Versus

The Chief Engineer,
Bakra Dam, Nangal Township,
District Ropar-(Pb.)140124

.....Respondent

REPRESENTATIVES

For the workman	: Shri R. K. Singh
For the Management	: Shri R.C. Sharda

AWARD

(Passed on 30-4-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42012/34/90/IR(DU)dated 9th November,1990 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Engineer, Bhakra Dam, Nangal Township, District Ropar (Pb.) in not giving the benefit of Casual Leave, earned leave, medical leave and national holidays in accordance to the certified standing order to Shri Mast Ram, S/o Sh. Hukam Chand, Skilled mazdoor is justified ? If not, to what relief the workman is entitled to and with what effect?”

“Whether the action of the Chief Engineer, Bhakra Dam, Nangal Township, in terminating the services of Shri Mast Ram skilled Mazdoor, w.e.f. 1-7-89 is justified? If not what relief the concerned workman is entitled to?”

2. In the claim statement it is pleaded that the workman was employed as skilled mazdoor on daily wages w.e.f. 6-9-1988 in permanent Installation Sub-Division of the Bhakra Mechanical Division. It is further pleaded by the workman that he was deputed to work in Bhavanagar H.P. alongwith other persons in Nov. 1988 and December, 1988 and later on completion of the work workman started back to Nangal alongwith other. Due to heavy snowfall and storm he could not walk and burried under the snow and he was admitted to Sungra Hospital on 7-1-1989 and he managed to reach Nangal only on 19-1-1989 as he was under medical treatment till 17-1-1989. It is further pleaded that workman further fell ill and admitted to Nangal hospital on 20-1-1989 and discharged from theron 28-1-1989. The workman further states that he reported for duty on 31-1-1989 and he was allowed to join duty in permanent Installation Sub Division at Bhakra. It is further stated that juniors to the workman were retained in service and he was also not given any retrenchment compensation at the time of termination of his services. He was also not allowed any preference in new recruitment. It is thus prayed that he may be reinstated in service with all benefits and back wages. He also claimed the benefit of casual leave, earned leave, medical leave and National /Festival Holidays in terms of Certified Standing Orders. He also claimed the benefits of all these in the present reference.

3. In the written statement the management admitted that workman worked w.e.f. 6-9-1988. It is also admitted that the workman had worked only for 27 days during the month of October, 1988. It is also admitted that the workman was one of the several casual labourer who was deputed to work at Bhabha Project. It is pleaded that due to snow the work was stopped and the casual labourers were disengaged and the workman joined at Nangal on 30-1-1989. It is further pleaded that the workman had not completed 240 days of service in a calander year and thus he is not entitled for any retrenchment compensation and other benefits. It is also pleaded that no fresh hands were engaged after the disengagement of the workman. It is also denied that workman is entitled for any benefits of Holidays/National Holidays. The management has thus prayed that there is no merit in the present reference and the same deserves rejection.

4. Replication was also filed reiterating the claim made in the claim statements.

5. In evidence the applicant filed his own affidavit Ex. W1 and some documents Ex. W2 to W9. The workman in cross examination had admitted that he has not represented against the denial of leaves etc. In rebuttal the management filed the affidavit of M.L. Khunger SDO as Ex.M1.

6. I have heard the learned representatives of both the parties and have also gone through the record and evidence of the case. First of all taking up the issue of denial of leaves of different type to the workman concerned, it is nowhere proved on the record by the workman that he ever requested the management to grant him any type of leave etc, or for benefit of such leave. Thus when there is no demand or proof on the record, the workman is not be given such benefits and the same will not be given to the workman unless demanded. Therefore, it is held that the action of the management in not giving the benefit of casual leave, earned leave, medical leave and other leave is justified.

7. The learned representative of the workman has argued that the workman has completed more than 240 days of service in one calendar year and at the time of retrenchment he was not

given the retrenchment compensation and other benefits. The learned representative of the workman has referred me to Ex.W2 which are the reply of the management before the A.L.C. in conciliation proceedings in which the workman was shown to have worked for 9/88 for 26 days, 10/88 for 27 days 11/88 nil and 12/88 also nil in January for 2 days and in Feb. 27 days, in March, 1989 for 28 days, and in April, 1989 for 28 days, in May for 28 days and in June, 1989 for 28 days. The representative of the workman also referred me to Ex.W9 the written statement filed by the management in LCA No. 217/89 in which the management admitted that the workman worked for 26 days in 9/88 and for 27 days in October, 1988. The learned representative of the workman also referred me to the judgement passed in LCA No. 217/89 in which the workman was allowed wages for the period from 6-1-1989 to 1-2-1989. He has thus argued that by its own admission according to the management the workman worked for 252 days as the workman also worked on daily wages from 5-11-1988 to 5-1-1989 at Bhabha Project as admitted in Ex. W9 by the management. Thus it becomes clear that the workman had completed more than 240 days of service in one calender year immediately preceding the date of termination which is 1-7-1989. It is also admitted case of the parties that no retrenchment compensation, notice or notice pay was given to the workman at the time of termination of his service. Therefore, I have no hesitation to hold that the retrenchment of workman from service was illegal as no retrenchment compensation was paid to the workman and no notice was also given.

8. Regarding back wages, the learned representative of the management has referred me to the case law of the Hon'ble Supreme Court reported in JT 200(10) S.C. 345 State of Punjab and another Vs. Kaku Ram wherein it has been held by the Hon'ble Supreme Court that the daily wagers are not entitled to the back wages. He has argued that in the above said judgement the workman is not entitled to the backwages. Following the aforesaid law laid down by the Hon'ble Supreme Court as the workman was also working on daily wages, the workman is not entitled for any back wages.

9. In view of the above discussion the action of the management in terminating the services of the workman was held to be illegal. The workman is ordered to be reinstated in service with continuity of service and other benefits but without backwages. The reference is answered accordingly. Central Govt. be informed.

Chandigarh

30-4-2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का.आ. 1780.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 5/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-40012/165/93-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1780.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/95) of the Cent. Govt. Indus. Tribunal Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 3-6-2003.

[No. L-40012/165/93-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: CHANDIGARH

Presiding Officer : Shri S. M. GOEL

Case No. ID. 5/95

Jagjit Singh C/o Shri B. R. Prabhakar, Distt. President, L.M.S. 63C, Kailash Nagar, Model Town, Ambala City (Haryana) 133001.

.....Applicant.

V/S

The Chief Postmaster General,
Haryana Circle,
Ambala Cantt., 133001.Respondent

REPRESENTATIVES:

For the workman : Sh. Dhani Ram

For the management : Sh. J.S. Rana

AWARD

Passed on 9-05-2003

The Central Govt. Ministry of Labour vide Notification No. L-40012/165/93-IR.(D.U.) dated 28th December, 1994 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Chief Postmaster General Haryana, Ambala in terminating of services of Shri Jagjit Singh is legal and justified? If so, to what relief the workman is entitled to?”

The applicant pleaded in the claim statement that he was employed as mali peon in General Post office Ambala Cantt. for the period from Sep. 1984 to July 1986 and later on his services were transferred as chowkidar in the office of Deputy Director Accounts and he served there from July 1985 to 31-6-1988 and his services were terminated by the management w.e.f. 1-7-1988 without payment of any retrenchment compensation and without holding any enquiry. Therefore, the management violated the mandatory provisions of Section 25-F of the I.D. Act 1947 as he had already put in more than 240 days of service in one calander year. The applicant thus prayed that he be reinstated in service with full back wages and other benefits.

3. The management in the written statement pleaded that the applicant was employed as mali peon in General Post -Office Ambala Cantt. for the period from Sep. 1984 to July 1986 and lateron he joined afresh in the office of Deputy Director Accounts as chowkidar w.e.f. 1-8-1986 and he served there till 30-6-1988 and termination of the services of the applicant is fully justified in view of the instructions dated 7-6-1988. Enquiry was not held as it was not necessary. The applicant being in eligible for

appointment being overage was not entitled for re-engagement. It is also pleaded that the management has not violated the provisions of Section 25-F, 25G and 25H of the I.D. Act 1947 and thus prayed that there is no merit in the present reference and the same deserves to be rejected.

4. Both the parties in evidence filed their respective affidavits reiterating the claim made in the claim petition. The witnesses were examined by respective parties.

5. I have heard the learned counsel for the parties and have also gone through the evidence and record of the case. It is argued on behalf of the workman that the workman had worked in General Post Office Ambala Cantt. from Sep. 1984 to July 1986 and lateron in the office of Deputy Director Accounts from July 1986 to 31-6-1988 and he worked for more than 240 days in a calander year as admitted by the management itself in the written statement. No retrenchment compensation was given at the time of termination of his services and no notice or enquiry was held. Thus the management has violated the mandatory provisions of Section 25-F of the I.D. Act 1947. It is further argued that after the termination of the services of the workman the management appointed new persons in his place and the workman was also not given any offer of re-employment. On the other hand the learned counsel for the management has argued that the workman was overage and his name was also not sponsored by the employment exchange and his services were terminated under the Govt. of India Letter No. OM-f-49014/2/86 Estd.(c) Govt. of India, Ministry of Personnel and Training New Delhi 7-6-1988 and therefore, his termination is perfectly valid as he did not fulfill the requirement of regular employment. It is further argued that daily wage workers who are not governed by any disciplinary procedure and who can leave the services at their whims are not covered under the definition of workman under the I. D. Act 1947. I have considered the contentions of the learned counsel for the parties. It is admitted case that the workman was working on daily wage basis and he had already put in more than 240 days of services at the time of his termination on 1-7-1988. It is also admitted that no retrenchment compensation was paid to the workman and no notice or notice pay was given to the workman at the time of terminaton of the services of the workman. Thus the management has clearly violated the mandatory provisions of Section 25-F of the I. D. Act 1947. The plea of the management that the services of the workman were terminated in terms of Ex. M2 the letter of the Govt. of India. The plea of the management can not be accepted as the instructions can not bypass the Statute i.e. I. D. Act 1947. Therefore, the management has terminated the services of the workman ignoring the mandatory provisions of the I. D. Act 1947. The plea of the management that the workman was overage at the time of initial engagement is of no use as the management appointed him without employment exchange.

6. In view of the above discussion made in the earlier paras, the management is directed to reinstate the workman from 1-7-1988 with continuity of service but the workman will not be entitled to any backwages as he was working on daily wages after his termination as has been admitted by him in his cross-examination during evidence. The management reserves its right to disengage the workman after complying with the provisions of the I. D. Act 1947. The reference is answered accordingly. Central Govt. be informed.

Chandigarh

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1781.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट (संदर्भ संख्या 157/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल.-40012/195/95-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1781.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/97) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 3-6-2003.

[No. L-40012/195/95-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri S. M. Goel

CASE NO. ID 157/97

Veero Devi daughter of Shri Phato Ram C/o Shri S. D. Aggarwal, H. N. 3135, Sector-38-D, Chandigarh.

... Applicant

Versus

The Chief Post Master General,
Punjab Circle, Sector 17-A,
Chandigarh Respondent

APPEARANCES:

For the Workman : Shri R. P. Rana
For the Management : Shri G. C. Babbar.

AWARD

(Passed on 02-05-2003)

The Central Government vide notification No. L-40012/195/95-IR(DU) dated the 10th of July, 1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of Chief Post Master General Punjab Circle in terminating the services of Smt. Veero Devi D/O Shri Phato Ram a part time sweeper w.e.f. 19-4-95 is just and legal? If not, to what relief the workman is entitled and from which date?"

2. In the claim statement the applicant pleaded that she was appointed as part time sweeper through employment exchange on 26-10-1993 and her duty hours were from 9AM to 1PM. The applicant was appointed on regular basis and she was in receipt of pay of Rs. 52/- per

month. Her services were terminated on 19-4-1995 without following mandatory provisions of Section 25-F of the I.D. Act 1947 by the verbal order of Shri Sarwan Singh the then Assistant Director and in her place the management appointed Shri Sewa Ram. She has submitted that her termination is illegal and she prayed for her reinstatement in service with full backwages and other benefits.

3. In the written statement the management admitted that the applicant was employed on daily wages as part time sweeper on need basis and she was being paid out of the contingency fund. It is pleaded that she only used to work 1-2 hours daily and not from 9AM to 1PM. It is further admitted that she was disengaged on 19-4-1995 as her service was no longer required. It is denied that she had completed more than 240 days of work during one calander year. It is thus prayed that there is no merit in the present reference and the same deserves rejection.

4. Replication was also filed reiterating the claim made in the claim petition.

5. In evidence the applicant filed her affidavit Ex. W1. In rebuttal the management produced Shri R. L. Khurana as MW1 who filed his affidavit as M1.

6. I have heard the learned counsel for the parties and have gone through the evidence and record of the case. The learned counsel for the workman has argued that the applicant had completed mandatory 240 days of service in one calander year and the management had terminated the services of the applicant without following in the provisions of Section 25-F of the I. D. Act 1947. The learned counsel for the workman also urged that one Shri Sewa Ram was appointed in her place after terminating her service. It is further argued that since the management has not complied with the mandatory provisions of Section 25-F of the I. D. Act 1947, the applicant is entitled to be reinstated in service with all attendant benefit. On the other hand the learned counsel for the management has argued that there is no post with the management of sweeper and the applicant can not be reinstated in service as there is no sanctioned post with the management.

7. It is an admitted position that the applicant was terminated on 19-4-1995. The management in written statement has denied that the applicant had completed 240 days of service in one calander year and merely by alleging in the claim statement is not sufficient to prove that she had put in 240 days of service in one calander year. The learned counsel for the management has drawn my attention to the judgement of the Hon'ble Supreme Court in the case of Range Forest Officer Vs. S. T. Hadimani reported in AIR 2002 S.C. 1147 wherein it is held by the Hon'ble Supreme Court that onus lies upon the workman to show that he had in fact worked for 240 days in a year and in the absence of proof of receipt of salary or wages or record of appointment, filing of affidavit by the workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination. In the case in hand also, the only document which has been filed by the applicant is her affidavit and there is no other record. Thus following the above referred judgement of the Hon'ble Court, as the applicant has failed to prove that she had worked for more than 240 days in a calander year, she is not

entitled to any relief and the management was not bound to comply with the provisions of Section 25-F of the I.D. Act 1947. Therefore, I find no merit in the present reference and the same is rejected and answered against the workman. Central Government be informed.

Chandigarh,
2-5-2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नवेल आर्मेन्ट डिपो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-1/62 ऑफ 1997) को प्रवक्तव्यत करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल.-14011/6/97-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S.O. 1782.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/62 of 1997) of the Central Government Industrial Tribunal/Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Naval Armament Depot and their workmen, which was received by the Central Government on 3-6-2003.

[No. L-14011/6/97-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT:

Shri Justice S. C. Pandey,
Presiding Officer

REFERENCE NO. CGIT-62/1997

Employers in relation to management of

PARTIES:

Naval Armament Depot

AND

Their Workmen

APPEARANCES:

For the Management	:	Mr. B.M. Masurkar, Adv.
For the Workman	:	Workmen present in person.
State	:	Maharashtra

Mumbai dated the 13th day of May 2003

AWARD

1. This is a reference under clause (d) of Sub-section (1) of section 10 read with Sub-section 2A of section 10 of the Industrial disputes Act 1947 (the Act for short). The

terms of the reference are as follows as given in the schedule to the order of reference.

"Whether the action of the management of Naval Armament Depot, Mumbai over alleged injustice done to ex-ward Sahayikas Smt. C.L. Nerulkar and Smt. S.P. Mhatre to bring them to the lower scale of Rs. 750 from the pay scale of Rs. 940 is justified? If not, to what relief are the workers entitled to?"

2. The facts of this case are that Mrs. S.P. Mhatre and Mrs. C.L. Nerulkar were respectively appointed as Ayas from 17-3-1972 to 30-6-1972 at Naval Armament Depot Karanja belonging to Indian Navy. They however, continued to work as Ayas as casual labourers with break in service. They were subsequently appointed as regular/temporary Ward Sahayikas at Naval Hospital NAD Karanja from 29th August 1990 in the pay scale 750-12-37-EB-14-940. This pay scale was revised to 2550—3200 from 1st August 1996.

3. The claim put forth by the union on behalf of the Mrs. S.P. Mhatre and Mrs. C.L. Nerulkar is that the two aforesaid Ladies were appointed Ward Sahayikas from 1-7-1978 in the pay scale of Rs. 200—250. The aforesaid scale was revised from 1-1-1986 into scale of 775—1025. It was stated that on 29-8-1990 the aforesaid two persons had reached upto Rs. 895/- as their basic pay in each case. Therefore, while appointing the aforesaid ladies in the pay scale Rs. 750—940 their personal pay should have been protected.

4. It was the case of the Union that the pay scale of the aforesaid two ladies was reduced from Rs. 775—1025 to Rs. 750—940/- by order dated 29th August, 1990. This order could not be passed. The aforesaid ladies should have been fixed at Rs. 940/- in the pay scale of Rs. 775—1025/- than they should have been paid. It was claimed that as consequence of giving the pay scale of 775—1025, and the fixation of pay at Rs. 940/- the two workmen were entitled to revised pay scale of Rs. 2550—3200 from 1-1-1996. They were entitled to claim arrears of pay and allowance on that basis.

5. The General Manager, Naval Armament Depot filed his written statement stated that it was true that aforesaid two women were appointed as Ward Sahayikas at Naval Hospital Karanja. However, in absence of sanction for the post of Ward Sahayikas there was difficulty in absorbing these two women. They were offered appointment in Indian Naval Hospital, Asivin at Colaba Mumbai. The aforesaid two women did not accept the offer in writing by letters dated 20-7-1990. They further gave undertaking in writing that they were willing to be absorbed in the pay scale of 750—940. Accordingly, their pay scale was fixed in the pay scale 2550—3200 from 01-1-1996. No injustice has been done to these workmen.

6. Shri. M.N. Vaidya, General Secretary of union representing the two women filed his affidavit. He was cross-examined. P.K. Madhavan was examined for the Naval Armament Depot. Another witness M.N. Kali filed his affidavit in lieu of examination in chief. He was cross-examined on behalf of the workman by Shri. Sushulal Kunjuraman.

7. In the cross-examination of Madhusudan Vaidya, a question was put to him if the two women had moved CAT. He denied any knowledge about it. P.K. Madhavan MWI stated that these two women had filed OA No. 191/94 before the Central Administrative Tribunal and the same was rejected as barred by time. A photo copy of order dated 27-6-1994 in O.A. No. 191/94 Sunnanda Mahatre and another vs. Ministry of Defence was placed on record, corroborating the statement of the witness, that the Central Administrative Tribunal Bombay had rejected the aforesaid application. No attempt was made by the two ladies or the union to controvert the statement of Madhavan that OA No. 191/94 did not relate to same subject matter. In view of the aforesaid matter the finding is that Central Administrative Tribunal, Bombay had rejected the application on the same subject matter on the question of limitation. The application was filed by S.P. Mahatre and C.L. Nerulkar.

8. This tribunal is of the view that the matter cannot be reopened by raising an industrial dispute. In fact this dispute is a dispute covered by section 2A of the Act as an individual dispute. The order of Central Administrative Tribunal is binding on both the women. Consequently, they can not get the matter readjudicated in a new forum.

9. The result is that this reference is answered by saying that it is not possible to adjudicate further in view of the rejection OA No. 191/94 filed on behalf of C.L. Nerulkar and S.P. Mahatre. The reference is not accepted. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2003

का. आ. 1783.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर- संचार विभाग के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं० 2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/96 ओफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल.-40012/353/2000-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 3rd June, 2003

S. O. 1783.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/96 of 2000) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 3-6-2003.

[No. L-40012/353/2000-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT:

S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/96 OF 2000.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF GENERAL MANAGER, TELECOM

General Manager, Telecom D/o. Telecom,
Kalyan Telecom District, Kalyan-421301 (M.S.)

V/s.

THEIR WORKMEN

The District Secretary,

Bhartiya Telephone Employees Union,
Kalyan Telecom District, Kalyan-421 301 (M.S.).

APPEARANCES:

FOR THE EMPLOYER : Mr. B.M. Masurkar,
Advocate.

FOR THE WORKMEN : Mr. M. B. Andan, Advocate.
Mumbai, Dated 6th March, 2003.

AWARD

The Government of India Ministry of Labour by its Order No. L-40012/353/2000/IR (DU) dated 28-9-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

Whether the action of the department of Telecom, Ulhasnagar, Kalyan by terminating Shri G.B. Khetade from the service of the department is justified? If not, to what relief the workman is entitled?

2. Workman Khetade was engaged as a casual labour under the General Manager, Kalyan Telecom District from 1-8-85. Vide Statement of Claim (Exhibit-4) Bharatiya Telephone Employees Union pleaded that Khetade worked continuously as labourer in the office of the management Telecom, however he was illegally terminated from the service from 1-8-89 and that during the Conciliation proceedings that dispute was amicably settled and the workman was reinstated in service. It is pleaded that workman was arrested by Ulhasnagar police in cable theft offence on 6-12-92, therefore the workman was dismissed from the service by the management by the letter dtd. 27-1-93 w.e.f. 6-12-92 without any notice and conducting any inquiry. It is further pleaded by the union that the workman was acquitted by the court on 28-4-99 in cable theft case and in that context, his termination being illegal, management be directed to reinstate him in service with full back wages from 6-12-92.

3. Management resisted the claim of union by filing written statement (Exhibit-6) contending that Department of Telecom ceased to exist as entire telecommunication system as it has been taken over by autonomous Corporation named Bharat Sanchar Nigam Ltd. (BSNL) and that this company has separate existence from Government of India and that the claim is filed against

telecom therefore reference suffers from mis-joinder and since the BSNL is not made party equally suffers from non joinder of necessary party, consequently this Tribunal has no jurisdiction to entertain and decide the reference. It is averred that Khetade was a casual labour since 1-8-85, and that he was not employed continuously. He was caught red handed in a theft case by police on 6-12-92. It is contended workman alleged to have stolen 40Kg. Telephone cable belonging to Telephone Exchange Office from Drum No. 4929 with a duplicate key and therefore he was charged sheeted for the offence under Section 454 & 380 of the Indian Penal Code vide Crime No. 180/92. Consequently for the serious offence his services came to an end automatically. It is pleaded that workman due to arrest did not attend the duties from 6-12-92 therefore question of his termination does not arise. It is pleaded workman being casual labour and as he was arrested in serious crime, his service came to an end therefore the union's claim being devoid of substance, be dismissed with costs in limine.

4. By Rejoinder (Exhibit-8) union reiterated the recitals in the statement of claim denying the averments in the Written Statement.

5. On the basis of the pleadings issues were framed at (Exhibit-9). In that context workman Khetade filed his affidavit in lieu of Examination-in-Chief (Exhibit-12) and union closed evidence vide purshis (Exhibit-13). In rebuttal, sub-divisional Engineer, Telecom Kalyan Mr. Prabhakaran filed affidavit (Exhibit-14) and management closed evidence vide purshis (Exhibit-16).

6. Union filed the Written Submissions Vide (Exhibited-17) and the management (Exhibit-18). On perusing the record, written submissions and hearing the counsels for both sides, I record my findings on the following issues for the reasons mentioned below :—

<u>Issues</u>	<u>Findings</u>
1. Whether the reference suffers from mis-/non-joinder of parties?	No
2. Whether this tribunal has no jurisdiction to decide the reference as averred in para 1 of the written statement?	Has jurisdiction.
3. Whether Mr. G.B. Khetade proves that he continuously worked in Telecom from 1-8-85 till 1-8-89?	Yes
4. Does management prove that Mr. Khetade himself stopped attending his duties from 6-12-92?	No
5. Whether the action of the department of Telecom, Ulhasnagar, Kalyan in terminating Shri G.B. Khetade from the services of the department, is justified?	Not justified.

6. What relief Shri Khetade is entitled to? As per order below.

REASONS

7. Admittedly workman was working as casual labour in the office of General Manager, Kalayan Telecom District from 1-8-85. It is seen from the Written Statement (Exhibit-6) Department of Telecommunication has ceased to exist as the entire telecommunication system has been taken over by the independent Corporation viz. Bharat Sanchar Nigam Ltd. The order of reference is in connection with Telecom Kalyan. The fact that workman was engaged by telecom department and subsequently since 1-10-2000 it has been taken over by Bharat Sanchar Nigam Ltd. he automatically becomes the employee of the BSNL. Consequently there is no substance in the contention of management that the reference suffers from mis-joinder/non-joinder of parties. Since the BSNL and the earlier Telecom Kalyan fall within the definition of 'industry' and that Khetade was admittedly 'workman' in telecom this tribunal has jurisdiction in width to entertain and decide the reference. Consequently issues Nos. 1 & 2 are answered accordingly.

8. Workman Khetade who worked continuously from 1-8-85 stated that management terminated his services from 6-12-92 as he was arrested by Ulhasnagar Police in cable theft case however, court acquitted him in that case on 28-4-99. Consequently he had requested the management to reinstate him in service with full back wages from 6-12-92 however management ignored the same. Sub-Divisional Engineer Mr. Prabhakaran admits that Khetade was acquitted by the court in the criminal case in which he was arrested. He further admits that no notice was given nor inquiry was held against the workman before his termination. On perusal of the documents filed with list (Exhibit-7) it is apparent that workman was terminated w.e.f. 6-12-92 by the letter dtd. 7-12-92 (pg.5/ Exhibit-10). He was so terminated without any notice and without following the provisions of Section 25 F of the Act. On going through the Judgment in criminal case No. 180/92 dtd. 28-4-99 it is clear that workman was acquitted as prosecution failed to prove the offence under section 454 & 380 of the Indian Penal Code. Workman a casual labour on the muster roll E-100 Installation unit at Ulhasnagar who continuously worked from 1985 was terminated on 6-12-92 apparently without following the relevant provisions of the act, consequently this action of the management is totally illegal and unjustified and hence he deserves to be reinstated.

9. So far back wages is concerned, according to workman he had apprised on his arrest to the management and after acquitting him by court he had requested for reinstatement in service, however, management ignored that Mr. Prabhakaran in his cross-examination para 5 admitted that office had received letter from workman dtd. 10-5-99 pg. 13/Ex-10. He has shown ignorance on the letter dtd 2-2-94 (Exhibit-15) however stamp thereon clearly indicates on receiving the same by the office. These two letters clearly point out that workman had intimated the position to the management and that without fault on his part he was terminated which action is totally unjustified.

Consequently workman is entitled to reinstatement with continuity in service and full back wages from 6-12-92 . Issues are therefore answered accordingly and hence the order :—

ORDER

The action of the department of Telecom, Ulhasnagar, Kalyan in terminating Shri. G.B. Khetade from the service of the department is not justified. Management is directed to reinstate him in continuity in service with full back wages from 6-12-92.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 4 जून, 2003

का. आ. 1784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडॉर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, जबलपुर के पंचाट (संदर्भ संख्या केस नं. सीजीआईटी/एलसी/आर/50/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल- 12012/36/97-आई.आर. (बी.1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 4th June, 2003

S.O. 1784.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/LC/R/50/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Indore and their workman, which was received by the Central Government on 3-6-2003.

[No. L-I2012/36/97-JR(B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

Presiding Officer : SHRI R.K. DUBEY

CASE NO CGIT/LC/R/50/98

Shri Jagannath Chawand,
Through The General Secretary,
All India State Bank of Indore Employees
Congress, Hardev Niwas, Sanwer Road,
Ujjain. ... Applicant/1st party

Versus

The Asstt. General Manager,
State Bank of Indore,
5, Yeshwant Niwas Road,
Indore.

The Dy. General Manager,
State Bank of Indore,
Zonal Office, MP Nagar,
Bhopal. ... Non applicant/2nd Party

AWARD

Passed on this 22nd day of May, 2003.

I. The Government of India, Ministry of Labour vide order No. L-12012/36/97-IR (B.I.) dated 11th March 1998 has referred the following dispute for adjudication by this tribunal :

“ Whether the action of the management of State Bank of Indore, in reverting Shri Jagannath Chawand from the post of Head Clerk to clerk/ Godown keeper, stoppage of special allowance due to a Head Clerk and withholding of 4 annual increments is justified? If not, to what relief the workman is entitled to? ”

2. The facts of the statement of claim submitted by the 1st Party is as follows:

Mr. Jagannath Chawand was working as clerk under the 1Ind party. The 1Ind party General Manager, State Bank of Indore promoted Shri Jagannath Chawand on the post of Head Clerk, Mehidpur. Shri Jagannath joined this post on 21-11-84. After sometime another clerk of the Mehidpur branch made the representation before the General Manager, State Bank of Indore claiming his seniority above Mr. Jagannath Chawand. Shri Jagannath after working 2 months as Head clerk reverted by Party No. 2 at the post of clerk. Shri Jagannath Chawand was given special allowance of the post of Head clerk for 2 months.

3. Shri Jagannath Chawand filed 2 TA bills but they were rejected by the authorities. The authorities started Departmental Enquiry against Shri Jagannath Chawand. After enquiry, 4 increments of Shri Jagannath Chawand were withheld. Due to these reasons, Shri Jagannath Chawand filed his statement of claim and prayed that his reversion order from Head Clerk to clerk be declared as null and void, the order of State Bank of Indore by which the applicant's 4 increments was withheld be declared as null and void and 4 withheld increments be released and Special allowance for the post of Head clerk from 9-1-85 to 10-1-96 be given to the applicant.

4. When this case was pending before this court Shri Jagannath died on 8-4-2001. His wife Smt. Shantibai Chawand filed an application on behalf of the legal representatives of Shri Jagannath Chawand and prayed that the names of the legal representatives be put up on record.

5. 1Ind party State Bank of Indore in his reply admitted the death of Shri Jagannath Chawand on 8-4-2001 and prayed that this case was filed on behalf of Shri Jagannath Chawand for the enforcement of personal rights. After the death of Shri Jagannath Chawan, the enforcement of personal rights of Shri Chawand was not practically possible therefore the right to sue the suit is abated. This suits is abated under Order 22. Rule 3 C.P.C It is also requested that deceased's daughter Miss Rekha due to the death of Shri Jagannath Chawand appointed as clerk under the rules of compassionate appointments, it is prayed by the bank that this case be rejected.

6. It was not challenged by the legal representatives of the deceased Shri Jagannath Chawand that Miss Rekha was appointed on compassionate ground due to the death

of Shri Jagannath Chawand. As already mentioned in para-2 Late Shri Jagannath Chawand filed his statement of claim by claiming his seniority and challenging his reversion order. All the reliefs claimed by Shri Jagannath Chawand were his personal claims. When Shri Jagannath Chawand died, all his personal claims died with his death. Therefore according to my view, this case is abated.

7. The Labour Ministry's question of reference in these grounds cannot be answered as the action of the management against Shri Jagannath Chawand is justified or not because due to the death of Shri Jagannath Chawand his claims also dies.

8. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

R. K. DUBEY, Presiding Officer

नई दिल्ली, 4 जून, 2003

का. आ. 1785.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी. नं. 62/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल.-12012/50/90-आई.आर. (बी.1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 4th June, 2003

S. O. 1785.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID No.62/90) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 3-6-2003.

[No. L-12012/50/90-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : SHRI S. M. GOEL

CASE NO. ID 62/90

Shri G.D. Grover C/o Sh. Tek Chand Sharma,
25, Sant Nagar,
Civil Lines,
Ludhiana

... Applicant

V/s.

Regional Manager,
State Bank of Patiala,
The Mall, Patiala-147001. ... Respondent

Representatives

For the Workman : None

For the management : Shri N. K. Zakhmi

AWARD

(28th April, 2003)

The Central Government Ministry of Labour vide Notification No. L-12012/50/90-I.R. (B. 1) dated the 25th April, 1990 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the State Bank of Patiala in dismissing Shri G.D. Grover, Clerk at their main branch, Rajpura w.e.f. 2-1-85 is legal and justified? If not, to what relief the concerned workman is entitled and from what date?”

2. None appeared on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

CHANDIGARH,

Dated 28-4-2003

S. M. GOEL, Presiding Officer

नई दिल्ली, 4 जून, 2003

का. आ. 1786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्था क्रोमाइट माइन्स के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 325/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल. 29012/98/99-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S. O. 1786.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 325/2001) of the Central Government Industrial Tribunal-cum-labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 3-6-2003.

[No. L-29012/98/99-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri S.K. Dhal, OSJS (Sr. Branch), Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneshwar

Tr. INDUSTRIAL DISPUTE CASE NO. 325/2001

Date of conclusion of hearing 7-5-2003.

Date of passing Award 23-05-2003

BETWEEN:

(a) The Director, Kamardha Chromite Mines, M/s. B.C. Mohanty & Sons, Rajbagicha, Cuttak-753 009.

(b) Shri Mobarak Ali & Others,
At/PO/Ps. Sukinda, Dist. Jajpur . . . 1st Party-
Managements.

AND

Their workman Shri Siba Sankar Mohanta, At.
Rankia, P.O. Singadia, Via-Sukinda,
Jajpur . . . 2nd Party-Workman.

APPEARANCES :

M/s. Rajkishore Sahoo, Advocate . . . For the 1st
Party-Management.

M/s. Prabhakar Jena, Advocate . . . For the 2nd
Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. 29012/98/99/IR(M), dated 28-01-2000 :—

“Whether the Management of Kamardha Chromite Mines of M/s. B. C. Mohanty & Sons (P) Ltd. and Abdul Sattar, Contractor, have resorted to illegally terminating the services of Shri Siba Sankar Mohanta or the worker has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?”

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement which would form part of the Award.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BHUBANESWAR.**

I. D. Case No. 325 of 2001

Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd. and another . . . Ist Parties.

-Versus-

Siba Sankar Mohanta . . . 2nd Party.

FORM-H

(See Rule-58)

FORM FOR MEMORANDUM OF SETTLEMENT :

Name of Parties : (i) Kamardha Chromite Mines
M/s. B.C. Mohanty & Sons.

(ii) Mr. Abdul Sattar, Contractor
being dead, substituted by his
sons Mobarak Ali, Mumtaz Ali,
Mustaq Ali, Manjoor Ali.

Representing Employer(s) : First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B.C. Mohanty & Sons (P) Ltd. of Kamardha Chromite Mines.

(ii) First Party No. 2 Mumtaz Ali
S/o. Late Abdul Sattar.

Representing workman : Siba Sankar Mohanta

SHORT RECITAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute case on the following issue :

“Whether the management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons have resorted to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own? If not what relief (if any) is the workman entitled?”

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigations and expenses both the employers and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions:

- (i) That the workman has not received his wages for the period, he worked.
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman:

- (iii) The employer will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employer has paid a total sum of Rs. 7,500/- (Seven thousand Five hundred) only today to the workman towards his unpaid wages and leave ways and for all other benefits;
- (v) The workman has received the said amount of Rs. 7,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he can not claim more status than he was or he shall approach any higher Court not he can claim any thing about above said dispute in any other Court in future.
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

WITNESSES:

1. Debendra Nath Sonal,
Rajabagicha,
Cuttack.

Sd/- Illegible

For B.C. Mohanty & Sons (P) Ltd.
MANAGING DIRECTOR

For self & Power of attorney holders of
Mubark Ali, Mustak Ali, Manzoor Ali

Signature of First Party No. 1

2. Ramani Ranjan Das
Rajabagicha,
Cuttack.

Sd/- Illegible

Signature of First Party No. 2

Shiba Sanka Mohanty

Signature of Workman

नई दिल्ली, 4 जून, 2003

का. आ. 1787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्थी क्रोमाइट माइन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 328/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल. 29012/101/99-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1787.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No.

328/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 3-6-2003.

[No. L-29012/101/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****PRESENT:**

SHRI S.K. DHAL, OSJS, (SR. BRANCH),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr: INDUSTRIAL DISPUTE CASE NO.

328/2001

Date of conclusion of hearing—7th May 2003**Date of Passing Award—26th May 2003****BETWEEN:**

- (a) The Director, Kamardha Chromite Mines, M/s. B.C. Mohanty & Sons, Rajabagicha, Cuttack-753009.
- (b) Shri Mobarak Ali & Others, At/Po/Ps. Sukinda, Dist. Jajpur. 1st Party-Managements.

AND

Their Workman Shri Basen Behera,
At. Kauso, Via. Kalarangjatta,
Jajpur. 2nd Party-Workman.
M/s. Rajkishore Sahoo, ... For the 1st
Advocate Party Managements.
M/s. Prabhakar Jena, ... For the 2nd
Advocate Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/101/99-IR (M), dated 28-01-2000 :

“Whether the Management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd., and Abdul Sattar, Contractor, have resorted to illegally terminating the services of Shri Basen Behera or the worker has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?”

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written

Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of Issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

Dictated & Corrected by me.

S.K. DHAL, Presiding Officer

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
BHUBANESWAR**

I. D. Case No. 328 of 2001

Kamarda Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd. and another. 1st Parties.

Versus

Basen Behera 2nd Party.

FORM-H

(See Rule-58)

FORM FORM MEMORANDUM OF SETTLEMENT:

- Name of Parties : (i) Kamarda Chromite Mines, M/s. B.C. Mohanty & Sons.
(ii) Mr. Abdul Sattar, Contractor being dead, substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoo Ali.
- Representing Employer(s) First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B.C. Mohanty & Sons (P) Ltd. of Kamarda Chromite Mines.
(ii) First Party No. 2 Mumtaz Ali S/o. late Abdul Sattar.

Representing Workman : Basen Behera

SHORT RECITAL OF THE CASE

- (1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for

adjudication in the above Industrial Dispute Case on the following issue.

"Whether the management of Kamarda Chromite Mines of M/s. B.C. Mohanty & Sons have resorted to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own? If not what relief (if any) is the workman entitled?"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigation and expenses, both the employers and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions.

- (i) That the workman has not received his wages for the period, he worked.
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employer will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employer has paid a total sum of Rs. 7,500/- (Seven thousand Five hundred) only today to the workman towards his unpaid and leave wages and for all other benefits;
- (v) The workman has received the said amount of Rs. 7,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher Court nor he can claim anything about above said dispute in any Court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

WITNESSES :

Sd/- Illegible

For B. C. Mohanty & Sons (P) Ltd.

1. Debendra Nath Somal Managing Director
Rajabagicha,
Cuttack.

For self & Power of attorney holders of
Mubark Ali, Mustak Ali, Manzoor Ali

Sd/- Illegible

Signature of First Party No. 1
Sd/- Illegible

2. Ramani Ranjan Das
Rajabagicha, Signature of First Party No. 2
Cuttack. Sd/- Illegible
Signature of Workman.

नई दिल्ली, 4 जून, 2003

का.आ. 1788.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्थ क्रोमाइट माइस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 327/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-06-2003 को प्राप्त हुआ था।

[सं० एल-29012/100/99-आई.आर.(विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1788.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 327/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 03-06-2003.

[No. L-29012/100/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

Tr. INDUSTRIAL DISPUTE CASE NO. 327/2001

Date of conclusion of hearing—7th May, 2003

Date of Passing Award—26th May, 2003

BETWEEN :

- (a) The Director, Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajbagicha, Cuttack—753 009.
- (b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda,
Dist. Jajpur. ... 1st Party-
Management

AND

- Their Workman Shri Sura Singh Das,
At. Kauso, Via. Kalarangiatta, ... 2nd Party-
Workman
Jajpur.

APPEARANCES:

- M/s. Rajkishore Sahoo, Advocate. ... For the 1st party-
Managements.
M/s. Prabhakar Jena, Advocate. ... For the 2nd Party-
Workman.

AWARD

The Government of India, in the Ministry of Labour in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/100/99/IR(M), dated 28-01-2000 :—

“Whether the Management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd., and Abdul Sattar, Contractor, have resorted to illegally terminating the services of Shri Sura Singh Das or the worker has abandoned his job on his own ? If not, to what relief (if any) is the workman entitled ?”

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

S. K. DHAL, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL :
BHUBANESWAR.

I. D. CASE NO. 327 OF 2001

Kamarda Chromite Mines of
M/s. B. C. Mohanty & Sons (P) Ltd
and another. ... 1st Parties.

—Versus—

Sura Singh Das ... 2nd Party

FORM—H

(See Rule—58)

FORM FOR MEMORANDUM OF SETTLEMENT :

Name of Parties : (i) Kamarda Chromite Mines
M/s. B. C. Mohanty & Sons

- (ii) Mr. Abdul Sattar, Contractor, being dead, substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoo Ali.

Representing Employer(s) : First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B. C. Mohanty & Sons(P) Ltd. of Kamarda Chromite Mines.

- (ii) First Party No. 2 Mumtaz Ali S/o. late Abdul Sattar.

Representing Workman : Sura Singh Das

SHORT RECITAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute Case on the following issue :

"Whether the management of Kamarda Chromite Mines of M/s. B. C. Mohanty & Sons have resorted to illegally terminating the Services of the aforesaid workman or the workman has abandoned his job on his own ? if not what relief (if any) is the workman entitled ??"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its Written Statement denying the said claim.

3. But to avoid prolonged litigations and expenses. Both the employers and workman have decided to settle the matter finally and permanently and they have settled in the following terms and conditions :

- (i) That the workman has not received his wages for the period, he worked;
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employers had paid a total sum of Rs. 7,500 (Seven thousand Five Hundered only) today to the workman towards his unpaid wages and leave ways and for all other benefits.;
- (v) The workman has received the said amount of Rs. 7,500 as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally

and permanently. The workman will have no other claim at all for this dispute against the employers and he cannot claim more status than he was nor he shall approach any higher court nor he can claim any thing about above said dispute in any court in future;

- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

Witnesses :

Sd./-
Illegible

1. Debendra Nath Samal, For B. C. Mohanty & Sons
Rajabagicha,
Cuttack. (P) Ltd. Managing Director

Sd./-
Illegible

Signature of First Party No. 1

for self & power of attorney holder of
Mobarak Ali, Mustak Ali, Manzoor Ali

Sd./-
Illegible

2. Ramani Ranjandas, Signature of First Party No. 2
Rajabagicha,
Cuttack. (Thumb impression)
Signature of Workman

नई दिल्ली, 4 जून, 2003

का.आ. 1789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्थी क्रोमाइट माइन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 318/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-06-2003 को प्राप्त हुआ था।

[सं.एल- 29012/105/99-आई.आर.(विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1789.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 318/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 03-06-03.

[No. L-29012/105/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, BHUBANESWAR**

PRESENT :

Shri S.K. Dhal, OSJS (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 318/2001

Date of conclusion of hearing—7th May, 2003

Date of Passing Award—22nd May, 2003

BETWEEN :

(a) The Director, Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajabagicha, Cuttack—753 009.
(b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda, Dist. Jajpur. ... 1st Party-
Management

AND

Their Workman Shri Upendra Jamuda,
At. Ramathanga, P.O. Nandiabhang, ... 2nd Party-
Workman
Jajpur, Orissa.

APPEARANCES :

M/s. Rajkishore Sahoo, Advocate. ... For the 1st party
Managements.

M/s. Prabhakar Jena, Advocate. ... For the 2nd Party
Workman.

AWARD

The Government of India in the Ministry Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/105/99/IR(M), dated 24-01-2000 :—

“Whether Shri Upendra Jamuda, has voluntarily abandoned service with the Management of Kamardha Chromite Mines of M/s. B. C. Mohanty & Sons (P) Ltd. ? If not, to what relief the workman is entitled ?

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of Issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL,
BHUBANESWAR.

I. D. CASE NO. 318/2001

Kamarda Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd. and others.	... 1st Parties
—Versus—	
Upendra Jamunda	... 2nd Party

FORM—H

(See Rule—58)

FORM FOR MEMORANDUM OF SETTLEMENT:

Name of Parties : (i) Kamardha Chromite Mines M/s. B. C. Mohanty & Sons.

(ii) Mr. Abdul Sattar, Contractor, being dead, substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoor Ali.

Representing Employer(s) : First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B. C. Mohanty & Sons (P) Ltd. of Kamardha Chromite Mines.

(ii) First Party No. 2 Mumtaz Ali S/o. late Abdul Sattar.

Representing Workman : Upendra Jamunda .

SHORT RECITAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute Case on the following issue :

“Whether the management of Kamardha Chromite Mines of M/s. B. C. Mohanty & Sons have recorded to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own ? If not what relief (if any) is the workman entitled ?”

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its Written Statement denying the said claim.

3. But to avoid prolonged litigations and expenses, both the employers and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions :

- (i) That the workman has not received his wages for the period, he worked;
- (ii) That the employer have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employers had paid a total sum of Rs. 7,500 (Seven Thousand Five Hundred only) today to the workman towards his unpaid wages and leave wages and for all other benefits;
- (v) The workman has received the said amount of Rs. 7,500 as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher Court nor he can claim anything about above said dispute in any court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

Witnesses :

	Sd./- Illegible
1. Debendra Nath Samal, Rajabagicha, Cuttack.	For B. C. Mohanty & Sons (P) Ltd. Managing Director (Thumb impression) Sd./- Illegible
	Signature of First Party No. 1 for self & power of attorney holder of Mobarak Ali, Mustak Ali, Manzoor Ali Sd./- Illegible
2. Ramaniranjan Das, Rajabagicha, Cuttack.	Signature of First Party No. 2 (Thumb impression) Signature of Workman

नई दिल्ली, 4 जून, 2003

का.आ. 1790.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई नं 1 के पंचाट (संदर्भ संख्या 45/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-06-03 को प्राप्त हुआ था।

[सं.एल-30012/40/99-आई.आर.(विविध)]

बी.एम.डी.डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/99) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 03-06-03.

[No. L-30012/40/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

Shri Justice S.C. Pandey, Presiding Officer

REFERENCE NO.CGI T-1/45/1999

PARTIES : Employers in relation to the management of Hindustan Petroleum Corporation Limited

AND

Their Workmen

APPEARANCE :

For the Management : Mr. R.N. Shah, Adv.

For the Workman : Workman present in person.

State : Maharashtra

Mumbai dated the 22nd day of May, 2003

AWARD

1. This is a reference made by the Central Government in exercise of its powers vested in it under clause 1(d) of Sub-section (1) of Section (10) read with sub section 2A of section (10) of the Industrial Disputes Act 1947 (the Act for short) for resolving the industrial dispute between the Hindustan Petroleum Corporation (the Corporation for short) and its workman, Shri Ganesh Harish Chandra Shelar (hereinafter referred to as the workman). The terms of reference called out from the order of reference are as follows :—

"whether the action of the management of Hindustan Petroleum Corporation Ltd, Mumbai in terminating the services of Mr. Ganesh Shelar w.e.f.29-10-1998 is justified? If not, to what relief the workman is entitled?"

2. At this stage this tribunal is required to decide if the domestic enquiry held against the workman was good and valid. The tribunal shall state only these facts which it considers necessary for disposal of issues framed by it at this preliminary stage.

3. The workman was appointed as a General workman. It is not in dispute that he was served with a charge sheet dated 28-8-1996. The charge sheet was given under clause 31(1) of the Standing orders for wilful insubordination or disobedience of any lawful or legal orders, under 31(5) for Habitual Negligence or neglect of work under clause 31(8) Riotous, disorderly or indecent behaviour and under clause 31 (9) Commission of act subversive of discipline or good behaviour in the premises of the Corporation or during duty hours. The workman replied on 6-9-1996. A domestic Enquiry was ordered. The enquiry officer was Shri Anil Kumar, Senior Manager, Lube Distribution HBZ and Shri.G.P. Hedao, the Executive Operations, Office Mazgaon Terminal, was appointed as the Presenting Officer. The workman was defended by D.G. Nikam initially. He withdrew during the course of enquiry. Thereafter, workman defended himself. The enquiry was commenced on 28-1-1997 and concluded on 22-9-1997.

4. This tribunal gives summary of the statement of the allegations made in charge sheet. It was alleged that the workman was assigned the duty of manning the ink jet printer with a view to ensure accurate printing of MRP and Batch No. on container on August 8, 1996. He was not found at the place by Mr. K. Raju, Deputy Manager (Operations). When called by him to attend to the duties, the workman used indecent language with threatening gestures. Subsequently, when Shri Raju tried to stop the workman from opening the containers as it was not part of his job to examine the quality of container and its contents, the workman shouted at him. Thereafter, all the workmen stopped working. The workman and Mr. Raju began to argue. Then he tried to assault Mr. Raju who tried to escape when the workman had raised his hands. It is alleged that workman followed him to his cabin, and caught hold of his shirt from behind, gave blow right side of his face, causing bleeding near right eye brow. It was alleged that workman was stopped by other workers, but he continued to kick Shri Raju. One K. Vaidya helped Raju to return to his cabin.

5. The workman questioning the domestic enquiry stated in his statement of claim that by representation dated 5-12-1996 it was requested by him that the enquiry should be conducted in Marathi language. This request was not accepted. He was not permitted to be represented by an advocate. He was permitted to be defended by an employee D.G. Nikam. The Enquiry Officer was biased against him. The Enquiry Officer did not allow the workman to give instructions to his defence representative. There were many

irregularities in the Enquiry proceedings which brought to the notice of the enquiry officer by letters dated 13-2-1997 and 18-2-1997. Mr. Nikam withdrew and the workman was compelled to defend himself. The proceedings of the enquiry were not correctly recorded. The request of the workman for conducting the proceedings in Marathi and lead evidence was turned down. The enquiry held was not in accordance with the principles of Natural justice and the findings were reached after ignoring the evidence led by the workman. The penalty imposed upon the workman was unjust. The complaint lodged by him against Mr. Raju was not considered. The workman claimed that he was victimized as the management was biased against him. The punishment was disproportionate to the gravity of alleged misconduct.

6. The Corporation specifically denied the allegations of the workman that the enquiry was in any way vitiated. It asserted that the principles of natural justice were followed. The workman was given reasonable opportunity of hearing. The enquiry was not biased against the workman. The enquiry officer had advised the Workman that he may request the corporation to change the enquiry officer, if not satisfied with him. The Standing orders did not give right to workman to be represented by an Advocate. The proceedings were correctly recorded. The workman was given proper sentence.

7. The workman filed a rejoinder to the written statement. However, nothing new was added by way of rejoinder so far as his case on preliminary issue is concerned.

8. This tribunal framed the following preliminary issues by order dated 8-1-2002.

- (i) Whether the disciplinary proceedings conducted against the workman were in accordance with the principles of natural justice?
- (ii) Whether the findings of the Enquiry Officer are perverse?
- (iii) Whether the punishment of discharging the workman w.e.f. 29-10-1998 is disproportionate?
- (iv) Whether the management can legally justify its action before this tribunal?
- (v) What orders?

9. The workman examined himself on support of his case by filing his affidavit in lieu of examination chief. He was cross-examined on behalf of the Corporation. Thereafter, he did not lead any further evidence. The Corporation filed the affidavit of G.P. Hedao as his examination chief. He was cross-examined. Then the Corporation closed its ease.

10. It appears that the counsel for the workman Mr. J.P.Sawant withdrew his appearance on 24-1-2003. The workman was present. The workman submitted written arguments in Marathi on 21-1-2002 along with a booklet purported to be written by him. He also filed an English version of his written arguments on 24-1-2003. The Corporation also filed its written arguments.

11. The issue No. 1 is regarding the breach of the principles of natural justice. The workman examined himself

in support of his case. In his affidavit the statement of the workman is that the enquiry officer commenced the enquiry did not permit him to be represented by an advocate. D.G. Nikam was his defence representative. In cross-examination the workman admitted that Nikam was conversant with English. In view of this matter so long Mr. Nikam represented the workman, it cannot be held that the workman was prejudiced. It appears that Mr. Nikam withdrew. Thereupon, the enquiry officer adjourned the case to give opportunity to workman to apply to the management of the Corporation prayed that a new enquiry officer be appointed as he was not able to hold the enquiry in Marathi language. Instead the workman himself agreed that the enquiry be conducted in Hindi. The workman has accepted this fact in his cross-examination. The workman can not now say that the workman was compelled to do so. There is nothing on record to suggest that workman was compelled by the enquiry officer. The workman has not stated in his affidavit that how he was prejudiced when the enquiry was conducted in Hindi language. In fact, he had himself agreed to this course. The affidavit of G.P. Hedoo to the effect that Mr. Nikam had opportunity to cross-examine the witness and that the workman was given Marathi translation of the proceedings has not been questioned in cross-examination. The statement of G.P. Hedoo that the workman had no objection to the conducting of enquiry in Hindi has not been challenged in cross-examination. This tribunal, therefore, holds that no prejudice was caused to the workman by conducting of the proceedings of the enquiry in English in presence of Mr. D.G. Nikam so long as he represented the workman and thereafter in Hindi. The proceedings of the enquiry were perused. It appears that workman fully and vigorously defended himself.

12. This tribunal is of the opinion that the charges framed against the workman were fairly straight forward and depended on facts. There were no complicated questions of facts and law involved in this case requiring the enquiry officer to give the workman the assistance of an advocate.

13. This tribunal has considered the letter dated 13-2-1997 and 18-2-1997. These letters are in Marathi language. It appears that D.G. Nikam withdrew on 28-2-1997. The workman should have raised objections through Mr. Nikam. But he deliberately wrote letters aforesaid in Marathi to the enquiry officer who did not know Marathi. The letter dated 13-2-1997 was sent by post. The enquiry officer cannot be expected to answer every letter written to him when the workman could raise any objection during the course of enquiry. The workman was not able to convince this tribunal how prejudice was caused in conducting the enquiry. Similarly, letter dated 18-2-1997 stated that the workman was not allowed to enter the plant in order to meet D.G. Nikam. D.G. Nikam did not say so. Moreover, it was not necessary to enter the plant to meet Mr. Nikam. This tribunal is not at all convinced. These objections were frivolous.

14. This tribunal holds that there is no material placed on record to show that the principles of natural justice were violated.

15. The workman has also contended that he was not given reasonable opportunity to lead evidence. He had examined two witnesses. The workman himself in his comments dated 11-6-1998 on the enquiry report. He had submitted that after considering the over all situation, he had given the names of two witnesses for defence. He went to say that otherwise he would have required 20 witness on each point. Looking to the statement aforesaid made by the workman himself this tribunal infers that workman was given full opportunity to examine his witnesses. He chose to examine only two.

16. This takes us to Issue No.2. This tribunal has examined the findings recorded against the workman by the enquiry Officer in his report. It starts on the page 289 to and ends at page 307. The findings recorded by the enquiry officers are based on the evidence of complainant Raju. He appears to have been corroborated by the witnesses. The findings on the issues are not perverse in both the senses of the word. Firstly, the findings follow from the material placed on record. The evidence has not been misread. Secondly, the finding have been reached by considering all the material placed on record. The findings are also not based on conjectures or external material. It is incorrect to say that evidence led by the workman was ignored by the enquiry officer. The workman had examined two witnesses. They were A.T. Nasre (W7 in the enquiry) and R. B. Majnekar (W8 in the enquiry). These witnesses were examined to rebut the charge under clause 31(8) of the Standing Orders, he had also filed his Police Report and Medical Report. The evidence led in defence was considered. It is another matter that the same was not accepted. This tribunal has further examined the evidence led by the Corporation from the point of view of section 11-A of the Act. This tribunal does not find this case to be fit case calling for interference under section 11-A of the Act. The result of the aforesaid discussion is that this tribunal decides issue No. 3 in favour of the Corporation and against the workman and holds that findings recorded on all the charges are not liable to be interfered with.

17. It has been argued that the punishment of discharge was disproportionate and this tribunal should interfere under section 11A of the Act. This tribunal examined the entire evidence and the conduct of the workman on the basis of findings reached by the enquiry officer. In the opinion of this tribunal the misconduct committed by the workman is such that the order discharge cannot be said to be disproportionate.

18. The result of the aforesaid discussions that reference made to this tribunal is answered by saying that the Corporation had rightly terminated services of the workman w.e.f. 29-10-1998 after holding a valid enquiry. The workman is not enabled to any relief. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 4 जून, 2003

का.आ. 1791.—ऑटोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्माधा क्रोमाइट माईन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोगिक विवाद में केन्द्रीय सरकार औटोगिक

अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 334/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-06-2003 को प्राप्त हुआ था।

[सं. एल-29012/110/99-आई०आर०(विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 334/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 03-06-2003.

[No. L-29012/110/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR
Present :

Shri S.K. Dhal, OSJS, (Sr. Branch), Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 334/2001

Date of conclusion of hearing—7th May, 2003

Date of Passing Award—23rd May, 2003

Between :

(a) The Director, Kamardha Chromite Mines, M/s. B.C. Mohanty & Sons, Rajbagicha, Cuttack - 753 009.

(b) Shri Mobarak Ali & Others, At/Po/Ps. Sukinda, Dist. Jajpur. ... 1st Party-Managements

(And)

Their Workman Shri Mangal Balmuch, Represented through the Treasurer, Sukinda Utpatya Mines Workers' Union, At. Dabalagiri, P.O. Jajpur Road, Jajpur. ... 2nd Party-Union.

Appearances :

M/s. Rajkishore Sahoo, Advocate. ... For the 1st Party-Managements.

M/s. Prabhakar Jena, Advocate. ... For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/110/99/IR(M), dated 22-02-2000:—

“Whether the Management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons have resorted to illegally terminating the services of Shri Mangal Balmuch or the workman has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?”

2. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

3. When the 2nd Party has not filed his Claim Statement, the question of filing of written Statement by the 1st Party-Managements does not arise. Both the parties without filing the Claim Statement and Written Statement filed a Memorandum of Settlement in Form H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

4. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the Award.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL:
BHUBANESWAR.

I. D. Case No. 334 of 2001

Kamardha Chromite Mines of
M/s. B. M. Mohanty & Sons
(P) Ltd and another. ... 1st Parties.

Vrs.

Mangal Balmuch ... 2nd Party.

FORM—H

(See Rule-58)

Form for Memorandum of Settlement :

Name of Parties :

(i) Kamardha Chromite Mines M/s. B. C. Mohanty & Sons.

(ii) Mr. Abdul Sattar, Contractor being dead, substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoor Ali.

Representing Employer(s) :

First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B.C.

Mohanty & Sons (P)
Ltd. of Kamardha
Chromite Mines.

(ii) First Party No. 2
Mumtaz Ali S/o late
Abdul Sattar.

Representing Workman :

Mangal Balmuch

Sd/- Illegible

Signature of First Party No. 1

Sd/- Illegible

Signature of First Party No. 2

Signature of workman.

Witnesses :

1. Debendra Nath
Rajabagicha, Cuttack
2. Ramani Ranjan Das,
Rajabagicha, Cuttack

नई दिल्ली, 4 जून, 2003

का०आ० 1792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्थी क्रोमाइट माईंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 326/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-06-2003 को प्राप्त हुआ था।

[सं० एल-29012/99/99-आईआर०(विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S.O. 1792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 326/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 03-06-2003.

[No. L-29012/99/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 326/2001

Date of conclusion of hearing — 7th May, 2003

Date of Passing Award — 26th May, 2003

Between :

(a) The Director, Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajabagicha, Cuttack - 753 009.

(b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda, Dist. Jajpur. ... 1st Party-
Managements

Sd/- Illegible

For B.C. Monanty & Sons (P) Ltd.

Managing Director

<p>AND</p> <p>Their Workman Shri Chamra Munda, At Rankia, P. O. Singadia, Via, Sukinda, Jajpur.</p> <p>Appearances :</p> <p>M/s. Rajkishore Sahoo, Advocate.</p> <p>M/s. Prabhakar Jena, Advocate.</p>	<p>... 2nd Party-Workman.</p> <p>.. For the 1st Party-Managements.</p> <p>.. For the 2nd Party-Workman.</p>	<p>Kamarda Chromite Mines of M/s. B. C. Mohanty & Sons (P) Ltd. and another.</p> <p>Vrs.</p> <p>Chamar Munda</p>	<p>... 1st Parties.</p> <p>.. 2nd Party.</p>
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AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/99/99/1R (M), dated 28-01-2000 :—

“Whether the Management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons (P) Ltd., and Abdul Sattar, Contractor, have resorted to illegally terminating the services of Shri Chamra Munda or the worker has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?”

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of Issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid further litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the Award.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
BHUBANESWAR.

I. D. Case No. 326 of 2001

<p>Kamarda Chromite Mines of M/s. B. C. Mohanty & Sons (P) Ltd. and another.</p>	<p>Chamar Munda</p>	<p>FORM—H (See Rule-58)</p>
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Form for Memorandum of Settlement :**Name of Parties :**

(i) Kamarda Chromite Mines M/s. B. C. Mohanty & Sons.

(ii) Mr. Abdul Sattar, Contractor being dead, substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali: Manjor Ali.

Representing Employer(s) :

First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B. C. Mohanty & Sons (P). Ltd. of Kamarda Chromite Mines.

(ii) First Party No. 2 Mumtaz Ali S/o late Abdul Sattar.

Representing Work man :

Chamar Munda

Short Recital of the case

1. The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute case on the following issue.

“Whether the management of Kamarda Chromite Mines of M/s. B.C. Mohanty have resorted to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own ? If not what relief (if any) is the workman entitled ?”

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigation and expenses both to employers and workman have decided to settle the matter finally and permanently and they have settled in the following terms and conditions.

- (i) That the workman has not received his wages for the period, he worked;
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment.

- (iv) The employers had paid a total sum of Rs. 7,500- (Seven thousand five hundred only) today to the workman towards his unpaid wages and leave ways and for all other benefits.
- (v) The workman has received the said amount of Rs. 7,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher court nor be can claim any thing about above said dispute in any court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises;

Sd/- Illegible

For B.C. Monanty & Sons (P) Ltd.
Managing Director

Sd/- Illegible

Signature of First Party No. 1

Sd/- Illegible

Signature of First Party No. 2

Signature of workman

Witnesses

1. Debendra Nath Sonal
Rajabagicha, Cuttack.
2. Ramani Ranjan Das,
Rajabagicha,
Cuttack.

नई दिल्ली, 4 जून, 2003

का०आ० 1793.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कार्मचारों को माइट माइन्स के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 319/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-03 को प्राप्त हुआ था।

[सं० एल-29012/104/99-आई०आर०(विविध)]

बी० एम० डेविड, अधर सचिव

New Delhi, the 4th June, 2003

S.O. 1793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 319/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines and their workman, which was received by the Central Government on 03-06-03.

[No. L-29012/104/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 326/2001

Date of conclusion of hearing 7th May, 2003

Date of Passing Award 22nd May, 2003

Between :

(a) The Director, Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajabagicha, Cuttack-753 009.

(b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda, Dist. Jajpur. ... 1st Party-
Managements.

AND

Their Workman Shri Raju Oram,
At Kauso, Via, Kalarangiatta,
Jajpur.

... 2nd Party-
Workman.

Appearances :

M/s. Rajkishore Sahoo,
Advocate.

.. For the 1st
Party-
Managements.

M/s. Prabhakar Jena,
Advocate.

.. For the 2nd
Party-
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/104/99/IR (M), dated 24-1-2000 :—

“Whether Shri Raju Oram, Workman, has voluntarily abandoned service with the Management of M/s. B.C. Mohanty & Sons (P) Ltd? If not, to what relief the workman is entitled?”

2. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

3. When the 2nd Party has not filed his Claim Statement, the question of filing of Written Statement by

the 1st Party-Managements does not arise. Both the parties without filing the Claim Statement and Written Statement filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

4. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the Award.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
BHUBANESWAR.

I. D. Case No. 319 of 2001

Kamarda Chromite Mines of
M/s. B. C. Mohanty & Sons
and another.

... 1st Parties.

Vs.

... 2nd Party.

FORM—H

(See Rule 58)

Form for Memorandum of Settlement :

Name of Parties :

- (i) Kamarda Chromite Mines M/s. B. C. Mohanty & Sons.
- (ii) Mr. Abdul Sattar, Contractor being dead, substituted by his sons Mobarak Ali, Mumtaj Ali, Mustak Ali, Manjoor Ali.

Representing Employer(s) :

- First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director of M/s. B. C. Mohanty & Sons (P) Ltd. of Kamarda Chromite Mines.
- (ii) First Party No. 2 Mumtaz Ali S/o Late Abdul Sattar.

Representing Workman :

Raju Oram

Short Recital of the case

1. The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute case on the following issue.:

"Whether the management of Kamarda Chromite Mines of M/s. B.C. Mohanty & Sons have resorted

to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own ? If not what relief (if any) the workman entitled?"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigation and expenses, both the employers and workman have decided to settle the matter finally and permanently and they have settled in the following terms and conditions:

- (i) That the workman has not received his wages for the period, he worked;
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works to work as a workman as he was before at the time of abandonment;
- (iv) The employers had paid a total sum of Rs. 7,500 (Seven thousand Five hundred only) today to the workman towards his unpaid wages and leave wages and for all other benefits;
- (v) The workman has received the said amount of Rs. 7,500 as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for his dispute against the employers and he cannot claim more status than he has nor he shall approach any higher Court nor he can claim any thing about above said dispute in any Court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

Sd/- Illegible

For B.C. Mohanty & Sons (P) Ltd.

Managing Director

Sd/- Illegible

Signature of First Party No. 1

For self and power of attorney holder of Mobarak Ali, Muṣṭak Ali, Manzoor Ali,

Sd/- Illegible

Signature of First Party No. 2

Sd/- Illegible

Signature of workman

Witnessess

- 1. Debendra Nath Somal
Rajabagicha,, Cuttack
- 2. Romani Ranjan Das,
Rajabagicha,
Cuttack

नई दिल्ली, ४ जून, 2003

का. आ. 1794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्था क्रोमाईट माईन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 321/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को ३-६-२००३ को प्राप्त हुआ था।

[सं. एल-29012/102/99-आई.आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S. O. 1794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 321/2001) of the Central Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines, and their workman, which was received by the Central Government on 3-6-2003:

[No. L-29012/102/99-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT BHUBANESWAR

Present : Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 321/2001
Date of conclusion of hearing—7th May, 2003

Date of Passing Award—22nd May, 2003

Between :

(a) The Director,
Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajbagicha, Cuttack - 753 009.

(b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda, Dist. Jajpur

... 1st Party
Managements

AND

Their Workman Shri Kashinath Ojha,
At/Po. Khumburgadia Jajpur.

2nd Party
Workman.

Appearances :

M/s. Rajkishore Sahoo,
Advocate.

For the 1st Party
Managements.

M/s. Prabhakar Jena, Advocate.

For the 2 Party
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/102/99/IR (M), dated 24/01/2000:

“Whether the Management of Kamardha Chromite Mines. of M/s. B. C. Mohanty and Sons (P) Ltd. and Abdul Sattar, contractor, have resorted to illegally terminating the services of Shri Kasinath Ojha or the worker has abandoned his job on his own? If not to what relief (if any) is the workman entitled?”

2. The 2nd Party has filed his Claim Statement. The 1st Party-Management No. 1 has also filed their Written Statement. The legal heir of the Contractor (Management No. 2) has not filed any separate Written Statement and they have prayed to adopt the Written Statement filed by the 1st Party-Management No. 1.

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for settlement of issues, both the parties have filed a Memorandum of Settlement in Form -H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award. Dictated and corrected by me.

S. K. DHAL, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : BHUBANESWAR

I. D. Case No. 321 of 2001

Kamarda Chromite Mines
of M/s. N. C. Mohanty and Sons (P) Ltd.
and Another ... 1st Parties

Vs.
Kasinath Ojha ... 2nd Party

FORM-H

(See Rule 58)

Form for Memorandum of Settlement:

Name of Parties: (i) Kamarda Chromite Mines
M/s. B. C. Mohanty and Sons.

(ii) Mr. Abdul Sattar, Contractor being dead substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoor Ali.

Representing Employer(s) : First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director, of M/s. B.C. Mohanty & Sons (P) Ltd. of Kamardha Chromite Mines.

(ii) First Party No. 2 Mumtaz Ali S/o. Late Abdul Sattar.

Representing Workman : Kasinath Ojha.

SHORT RECLTAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute Case on the following issue.

"Whether the management of Kamarda Chromite Mines of M/s. B.C. Mohanty and Sons have resorted to illegally terminating the service of the aforesaid workman or the workman has abandoned his job on his own? If not what relief (if any) is the workman entitled?"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigations and expenses both the employers and workman have decided to settle the matter finally and permanently and they have settled in the following terms and conditions.

- That the workman has not received his wages for the period, he worked;
- That, the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment.
- The employers had paid a total sum of Rs. 8,500/- (Eight thousand Five hundred only) today to the workman towards his unpaid wages and leave wages and for all other benefits;
- The workman has received the said amount of Rs. 8,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he cannot claim more status than he was nor he shall approach any higher Court nor he can claim anything about above said dispute in any Court in future;

(vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

Witnesses :

Sd/- Illigible

For B.C. Mohanty and Sons (P) Ltd.
MANAGING DIRECTOR

1. Debendra Nath Somal
Rajabagida,
Cuttack

Singnature of First Party No. 1
Sd/- Illigible

For self & power of attorney
of the Mobarak Ali, Mustak
Ali, Manjoor Ali, 1st Party
No. 2.

Sd/- Illigible

Signature of First Party No.2.
2. Ramani Ranjan Das
Rajabagicha,
Cuttack.

Sd/- Illigible
Signature of workman.

नई दिल्ली, 4 जून, 2003

का: आ. 1795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्था क्रोमाइट माईंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (सदर्म संख्या 322/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-29012/103/99-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S. O. 1795.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 322/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines, and their workman, which was received by the Central Government on 3-6-2003.

[No. L-29012/103/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present: Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 322/2001
 Date of conclusion of hearing 7th May, 2003
 Date of Passing Award 23rd May, 2003

Between:

(a) The Director,
 Kamardha Chromite Mines,
 M/s. B.C. Mohanty & Sons,
 Rajabagicha, Cuttack - 753 009.

(b) Shri Mobarak Ali & Others,
 At/Po/Ps. Sukinda, Dist. Jajpur.

(And)	: 1st Party- Managements
	: 2nd Party- Workman.

Their Workman Shri Kaju Oram,
 At. Kauso,
 Via. Kalarangiatta,
 Jajpur.

Appearances:

M/s. Rajkishore Sahoo, Advocate.	: For the 1st Party- Managements.
M/s. Prabhakar Jena, Advocate.	: For the 2 Party- Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/103/99/IR (M), dated 24-01-2000:

"Whether the Management of Kamardha Chromite Mines. of M/s. B. C. Mohanty and Sons (P) Ltd. and Abdul Sattar, contractor, have resorted to illegally terminating the services of Shri Kaju Oram or the worker has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?"

2. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

3. When the 2nd Party has not filed his Claim Statement, the question of filing of Written Statement by the 1st Party-Management does not arise. Both the parties without filing the Claim Statement and Written Statement filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

4. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

Dictated and corrected by me.

S.K. DHAL, Presiding Officer

ANNEXURE

BEFORE PRESIDING OFFICER THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : BHUBANESWAR

L.D. Case No. 322 of 2001

Kamardha Chromite Mines • of M/s. B. C. Mohanty and Sons (P) Ltd., and another	: 1st Party
	Vs.
Kaju Oram	: 2nd Party

FORM-H
(See Rule-58)

FORM FOR MEMORANDUM OF SETTLEMENT:

Name of Parties:	(i) Kamardha Chromite Mines M/s B.C. Mohanty and Sons. (ii) Mr. Abdul Sattar, Contractor being dead substituted by his sons Mobarak Ali, Mumtaz Ali, Mustak Ali, Manjoor Ali.
Representing Employer(s):	First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director, of M/s. B.C. Mohanty & Sons (P) Ltd. of Kamardha Chromite Mines. (ii) First Party No. 2 Mumtaz Ali S/o. Late Abdul Sattar.

Representing Workman : Kaju Oram.

SHORT RECITAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute Case on the following issue.

"Whether the management of Kamardha Chromite Mines of M/s. B.C. Mohanty & Sons have resorted to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own?

If not what relief (if any) is the workman entitled?"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigations and expenses both the employees and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions.

- (i) That the workman has not received his wages for the period he worked;
- (ii) That, the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employers had paid a total sum of Rs. 7,500/- (Seven thousand Five Hundred) only today to the workman towards his unpaid wages and leave ways and for all other benefits;
- (v) The workman has received the said amount of Rs. 7,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has workman will have no claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher Court nor he can claim any thing about above said dispute in any court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

WITNESSES:

Sd./-illegible

For B. C. Mohanty and sons (P) Ltd.
Prakash Chandra & Sons
MANAGING DIRECTOR

1. Debendra Nath Somal,
Rajabagicha,
Cuttack

Singnature of First Party No. 1
Sd/-illegible

For self & Power of attorney holder of
Mobarak Ali, Mustak Ali, Manzoor Ali,
Signature of First Party No. 2

2. Ramani Ranjan Das,
Rajabagicha,
Cuttack

Sd/-illegible
Thumb impression of workman
Signature of workman

नई दिल्ली, 4 जून, 2003

का.आ. 1796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्थ क्रोमाइट माइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 323/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-29012/96/99-आई.आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S. O. 1796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 323/2001 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Kamardha Chromite Mines, and their workman, which was received by the Central Government on 3-6-2003.

[No. L-29012/96/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE**CENTRAL GOVT. INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present: Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

Tr. INDUSTRIAL DISPUTE CASE NO. 323/2001

Date of conclusion of hearing 7th May, 2003

Date of Passing Award 23rd May, 2003

Between:

(a) The Director,
Kamardha Chromite Mines,
M/s. B.C. Mohanty & Sons,
Rajabagicha, Cuttack - 753 009.

(b) Shri Mobarak Ali & Others,
At/Po/Ps. Sukinda, Dist. Jajpur : 1st Party
Managements

(And)

Their Workman Shri Iswar Maharanan,
At. Kauso, Via. Kalarangiatta, Jaipur : 2nd Party
Workman.

Appearances:

M/s. Rajkishore Sahoo,
Advocate. : For the 1st Party
Managements.

M/s. Prabhakar Jena, Advocate. : For the 2nd Party
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/96/99/IR (M), dated 28/01/2000:—

“Whether the Management of Kamardha Chromite Mines of M/s. B. C. Mohanty and Sons (P) Ltd. and Abdul Sattar, contractor, have resorted to illegally

terminating the services of Shri Iswar Maharana or the worker has abandoned his job on his own? If not, to what relief (if any) is the workman entitled?"

2. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

3. When the 2nd Party has not filed his Claim Statement, the question of filing of Written Statement by the 1st party-Management does not arise. Both the parties without filing the Claim Statement and Written Statement filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

4. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

Dictated & Corrected by me.

S.K. DHAL, Presiding Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
BHUBANESWAR

I. D. Case No. 323 of 2001

Kamarda Chromite Mines
of M/s. B. C. Mohanty and Sons (P) Ltd.
and another : 1st Parties

Vrs.

Ishwar Maharana : 2nd Party

FORM-H

(See Rule-58)

FORM FOR MEMORANDUM OF SETTLEMENT:

Name of Parties: (i) Kamarda Chromite Mines
M/s B. C. Mohanty and Sons.
(ii) Mr. Abdul Sattar, Contractor
being dead substituted by his
sons Mobarak Ali, Mumtaz Ali,
Mustak Ali, Manjoo Ali.

Representing Employer : First Party No. 1 Mr. Prakash Chandra Mohanty, Managing Director, of M/s. B.C. Mohanty (P)Ltd. of Kamarda Chromite Mines.
(ii) First Party No. 2 Mumtaz Ali
S/o. Late Abdul Sattar.

Representing Workman : Iswara Moharana

SHORT RECITAL OF THE CASE

(1) The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Disputes Case on the following issue :—

"Whether the management of Kamarda Chromite Mines of M/s. B.C. Mohanty & Sons have resorted to illegally terminating the services of the aforesaid workman or the workman has abandoned his job on his own?

If not what relief (if any) is the workman entitled?"

2. That in the dispute case, the workman has filed its his regular claim and the First Party No.1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigations and expenses both the employees and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions :

- (i) That the workman has not received his wages for the period , he worked;
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;
- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment.
- (iv) The employers had paid a total sum of Rs. 7,500/- (Seven thousand Five Hundred) only today to the workman towards his unpaid wages and leave ways and for all other benefits.
- (v) The workman has received the said amount of Rs. 7,500/- as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no of the claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher Court nor he can claim any thing about above said dispute in any court in future;
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

WITNESSES:

Sd./-illegible

For B. C. Mohanty and Sons (P) Ltd.

MANAGING DIRECTOR

1. Debendra Nath Sonai,
Rajabagicha,
Cuttack

	Sd/-illegible Signature of First Party No. 1 For self and Power of Attorney holder of Mubarak Ali, Mustak Ali, Manzoor Ali	Between : (a) The Director, Kamardha Chromite Mines, M/s. B.C. Mohanty & Sons, Rajabagicha, Cuttack - 753 009.
	Sd/-illegible Signature of First Party No.2	(b) Shri Mobarak Ali & Others, At-PO-PS. Sukinda, Dist. Jajpur ... 1st Party- Managements
2. Ramani Ranjan Das Rajabagicha, Cuttack.		And Their Workman Shri Maguni Charan Sethy, Vill. Jalkani, P.O. Chitri, Jajpur. ... 2nd Party- Workman
	Sd/-illegible Signature of workman नई दिल्ली, 4 जून, 2003	Appearances : M/s. Rajkishore Sahoo, Advocate M/s. Prabhakar Jena, Advocate. ... For the 1st party Managements. ... For the 2 Party Workman
	[सं. एल-29012/97/99-आईआर(विविध)] बी. एम. डेविड, अवर सचिव	AWARD The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/97/99/IR (M), dated 28-01-2000 :—

का. आ. 1797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कामार्था क्रोमाईट माईट्स के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 324/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2003 को प्राप्त हुआ था।

[सं. एल-29012/97/99-आईआर(विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th June, 2003

S. O. 1797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 324/2001) of the Central Govt. Industrial Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kamardha Chromite Mines, and their workman, which was received by the Central Government on 3-6-2003.

[No. L-29012/97/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : BHUBANESWAR

Present:

Shri S.K. Dhal,
OSJS (Sr. Branch),
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 324/2001
Date of conclusion of hearing : 7th May, 2003

Date of Passing Award 23rd May, 2003

3. On receipt of the copy of the reference from the Government of India the 2nd Party and the 1st Party-Management No. 1 appeared before the Tribunal. The original Contractor Mr. Abdul Sattar, Management No. 2 died so his legal heirs have been substituted. The leave of the Tribunal was given to both the parties to be represented through Advocates.

4. When the case is posted for Settlement of Issues, both the parties have filed a Memorandum of Settlement in Form-H with a petition to pass the award according to the terms of the Memorandum of Settlement on the ground to maintain peace in future between the parties and to avoid future litigation.

5. Reference is answered accordingly in terms of the Memorandum of Settlement, which would form part of the award.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

**BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL :
BHUBANESWAR**

I.D. Case No. 324 of 2001

Kamardha Chromite Mines of : 1st Parties.
M/s. B.C. Mohanty & Sons (P) Ltd.,
and Another.

Versus

Maguni Charan Sethy : 2nd Party.

FORM-H

(See Rule - 58)

FORM FOR MEMORANDUM OF SETTLEMENT :

Name of Parties : (i) Kamardha Chromite Mines
M/s. B.C. Mohanty & Sons
(ii) Mr. Abdul Sattar, Contractor
being dead, Substituted by
his Sons Mobarak Ali,
Mumtaz Ali, Mustak Ali,
Manjor Ali.

Representing Employer(s) : (i) First Party No. 1 Mr. Prakash Chandra Mohanty,
Managing Director, of M/s.
B.C. Mohanty & Sons (P)
Ltd., of Kamardha Chromite
Mines.
(ii) First Party No. 2 Mumtaz Ali
S/o. Late Abdul Sattar.

Representing Workman : Maguni Charan Sethy

SHORT RECITAL OF THE CASE

1. The Central Government has referred the dispute between the parties to this Hon'ble Tribunal for adjudication in the above Industrial Dispute Case on the following issue.

"Whether the Management of Kamardha Chromite Mines of M/s. B. C. Mohanty & Sons have resorted to illegally terminating the services of the aforesaid workman or workman has abandoned his job on his own? If not to what relief (if any) is the workman entitled?"

2. That in the dispute case, the workman has filed his regular claim and the First Party No. 1 has filed its written statement denying the said claim.

3. But to avoid prolonged litigations and expenses both the employers and workman have decided to settle the matter finally and permanently, and they have settled in the following terms and conditions.

- (i) That the workman has not received his wages for the period, he worked;
- (ii) That the employers have never instigated nor they will instigate the existing Trade Union against the workman;

- (iii) The employers will have no objection if the workman will join in his work, they will allow the workman to join in their works and to work as a workman as he was before at the time of abandonment;
- (iv) The employers had paid a total sum of Rs. 8,000 (Eight thousand only) today to the workman towards his unpaid wages and leave wages and for all other benefits;
- (v) The workman has received the said amount of Rs. 8,000 as full and final satisfaction towards all his dues arising out of the above dispute case and this dispute has been settled finally and permanently. The workman will have no other claim at all for this dispute against the employers and he can not claim more status than he was nor he shall approach any higher Court nor he can claim any thing about above said dispute in any court in future.
- (vi) The employers agree to give necessary police help to the workman as per law, if any occasion arises.

WITNESSES :

1. Debendra Nath Samal
Rajabagicha,
Cuttack.

Sd./- Illegible

For B. C. Mohanty and Sons (P) Ltd.
Prakash Chandra & Sons
MANAGING DIRECTOR

Sd./- Illegible

Signature of First Party No. 1
For Self & Power of Attorney
holder of Mubarak Ali, Mustak
Ali, Manzoor Ali.

Sd./- Illegible

1st Party No. 2

Signature of First Party No.2

2. Ramani Ranjan Das
Rajabagicha,
Cuttack.

Sd./- Illegible

Signature of Workman

नई दिल्ली, 5 जून, 2003

का० आ० 1798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बेस सतलुज लिंक प्रोजेक्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संखा 57/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2003 को प्राप्त हुआ था।

[सं. एल-42012/55/86-डी. II (बी)]

कुलदीप राय सर्मा, डैस्क अधिकारी

New Delhi, the 5th June, 2003

S. O. 1798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/93) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Beas Satluj Link Project and their workman, which was received by the Central Government on 5-6-2003.

[No. L-42012/55/86-D. II (B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHANDIGARH.

PRESIDING OFFICER

Shri S.M. Goel

Case No. ID 57/93

Shri Dhani Ram,
Ex-Supervisor, Qr No. S-2/455,
Sundernagar Colony,
Distt. Mandi (H.P.) - 174402.

: Applicant

V/S.

The Chief Engineer,
Bakra Construction Board,
Sundernagar, 174402.

: Respondent.

REPRESENTATIVES

For the workman : Sh. Dhani Ram
(In person)

For the management : Sh. D. L. Sharma

AWARD

(Passed on 29-04-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42012/55/86-D.II(B) dated 21st April 1993 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Beas Satluj Link Project in retrenching Shri Dhani Ram, Ex-Supervisor is justified and legal? If not, what relief the workman concerned is entitled to?"

2. In the claim statement it is pleaded by the workman that he was appointed as Beldar at Bhakra Dam on 19-5-1956 and he was given the seniority of workmistry from 1-2-1957. It is further pleaded that when the work at Bhakra Dam was near completion, on the demand of the Unions, the Punjab Govt. formulated a scheme for giving the alternative appointment to the senior workmen to execute the Punjab Govt. project which was Beas Project Unit No.1 and Unit No.2 at Sundernagar and the said scheme was approved with the consent of Punjab Government. In pursuance of that alternative appointment

offer the workman accepted the same which was offered by the Beas Project Authorities and he was directed to tender resignation within 20 days and he was to be given TA&D.A. joining time, pay protection and seniority benefits rendered at Bhakra and in pursuance of that offer the workman joined on 3-9-1965 at BSL Project. It is further pleaded that workman was senior most in the trade of workmistry and his services were terminated on 20-4-1984 without any benefit of length of service in the trade of workmistry and supervisor. It is further pleaded that on joining at BSL Project the workman was given the promotion from Workmistry to Supervisor w.e.f. 1-1-1966 without his consent. The workman claimed that he was not direct recruit and his post was to be declared surplus, then he should first be reverted in the previous post of mistry and he was retrenched only giving him 24 hours notice.

3. The workman further submits that in the year 1971 an Industrial dispute has been referred for adjudication for regularisation of the sevices who have completed 240 days of service and regular pay scale and retrenchment compensation for those who were drawing more than Rs. 500/- and the Payment of Gratuity Act be made applicable on industrial Employees. And the said case was decided and that is 2C award in the favour of the Union and the retrenchment of the workman is clearly in violation of the said 2C Award. He has also demanded pension which was granted to the employees under 2C Award. It is thus demanded by the workman that he be reinstated in service with full backwages w. e. f. 20-4-1984 in post of workmistry on the basis that junior workmistry were retained in service and the applicant was not given the chance to revert him to the post of workmistry from supervisor. It is further prayed that the management has violated the 2C Award and his retrenchment be declared as illegal. It is further pleaded that the workman is ready to deposit the compensation received from the backwages of this reference. He has finally prayed that he be reinstated in service with full backwages and other benefits.

4. In the written statement the management pleaded that Hon'ble High Court of Punjab & Haryana already dismissed the writ petitions moved by many similar situated persons like the workman. For the benefits of the workers a scheme was formulated for re-employment of the discharged persons and it was necessary for the workman concerned seeking re-employment with the Beas Project to resign his job with the earlier employer so that he could join Beas Project and in pursuance of that scheme the workman resigned his job and employed by the Beas Project under the scheme and he within three months was promoted as supervisor from workmistry. He received the *ex-gratia* from the earlier employer and thus the workman was offered a fresh appointment by the BSL Project. On completion of the project the workman was retrenched on 20-4-1984 and he was also paid Rs. 10852.80 as retrenchment compensation and he was also paid the gratuity as per his entitlement.

The claim of the workman that he was sent on transfer is not valid and only fresh appointment was given to him. It is further pleaded that 2C Award was not violated by the management and the workman was rightly retrenched and there is no merit in the reference and the same deserves rejection.

5. The workman also filed replication reiterating the same facts as narrated in the claim statement.

6. In evidence the applicant filed his own affidavit as Ex. W1 and other documents Ex. W2 to W24. The management in rebuttal produced Shri M. N. Bhatnagar as MW1 who filed his affidavit Ex. M1 and documents Ex. M2 to M19.

7. I have heard the learned workman and the representative of the management at length and also perused the entire record and also gone through the evidence on record.

8. The workman has argued that due to the formation of the policy for alternative appointment the workman submitted his resignation and this resignation was only a formality and he was to be taken by the Beas Project as transferred employee and not as fresh candidate in the Beas Project. It is further argued that on 20-4-84 if his post was surplus than he should be reverted to the post of workmistry and sent to his parent department and his services should not have been retrenched. During the course of arguments the workman also stressed that even today he is ready to deposit the amount of retrenchment benefits he received on his retrenchment. The workman further argued that in term of 2C Award he was the transferred candidate and he could not be retrenched by the BSL Authorities and only option available with the BSL Authorities was that he should be reverted to his parent department i.e. Bhakra Dam lateron called as Beas Project.

9. On the other hand, the learned representative of the management has vehemently argued that the workman voluntarily resigned his job in Bhakra Dam to join in Beas Construction Board in pursuance of the re-employment scheme formulated for the benefits of the surplus declared staff of the Bhakra Dam and in pursuance of the policy the workman joined as workmistry in the BSL Project and lateron he was also promoted as supervisor and on 20-4-1984 when the work of the BSL Project was completed the services of the workman were terminated and he also received all his terminal benefits and now the workman can not claim that he should first be sent back to his parent department. It is admitted position that the workman resigned from the Bhakra Dam and lateron he joined the BSL Project. The learned representative of the workman further argued that now the workman can not claim that he should first be reverted back to his post of supervisor and then sent back to his parent department from where he voluntarily resigned.

10. I have gone through the arguments of the learned workman and the learned representative of the management. The controversy boils down to the situation that the workman resigned his job from Bhakra Dam to join Beas Construction Board at S.Nagar in pursuance of the policy and he was promoted there as supervisor and when found surplus he was retrenched on 20-4-1984. Now the workman wants that the action of the management in terminating his service on 20-4-1984 is illegal as he was not the employee of the BSL Project and he was the employee of Bhakra Dam and the 2C award was decided in the favour and in terms of the 2C award the management of BSL Project was not his employer. I have also gone through the authorities cited by both the parties to the dispute. It is admitted case of the parties that the workman had resigned from his job from Bhakra Nangal to accept the offer of BSL Project/Beas Project as per the policy decision to accommodate the workers from Bhakra Dam who were to be surplus on the completion of the Bhakra Dam. It is also admitted case of the parties that the workman had already accepted all the terminal benefits of retrenchment from the BSL Project authorities as per his entitlement and he has been paid his full amount for the retrenchment compensation etc. Thus in my considered opinion, when the workman voluntarily resigned from Bhakra Dam and joined the Beas Project and he was given pay protection also in the Beas Project he can not be said to be the employee of the Bhakra Dam after he joined the BSL Project at Sundernagar in pursuance of the scheme of re-employment of the surplus workers from the Bhakra Dam. The workman himself accepted the offer of re-employment and he ceased to be the employee of the Bhakra Dam upon tendering his resignation. It is admitted fact that the workman up to 20-4-1984 nearly about 20 years worked in BSL Project and also accepted the promotion also within three months of his joining. The workman never objected to all this at any stage. I have also gone through the 2C Award referred by the workman. There is no word for considering the workman as the employee of erstwhile employer i.e. Bhakra Dam and thus the workman is not entitled to any relief in view of the said 2C award also the workman also referred me to the case law of the Hon'ble Supreme Court reported in AIR 1986 S.C. page 958 Suraj Parkash Bhandari Vs. Union of India but the same is not applicable on the case in hand as the facts of the case in hand are different from the case law as decided by the Hon'ble Supreme Court. Thus the workman has failed to establish his case for his reinstatement in the service of the BSL Project. Therefore, in my considered opinion, the workman is not entitled to any relief in the present reference. The reference is thus answered against the workman and returned to the Appropriate Authority as such for publication. Central Govt. be informed.

Chandigarh

29-4-2003

S.M. GOEL, Presiding Officer

मई दिल्ली, 5 जून, 2003

का. आ. 1799.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल बी एअरलाइंस लि., एवं एल बी सर्विसेज लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, मुम्बई के पंचाट (संदर्भ संख्या 26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल-11012/47/99-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S. O. 1799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2000) of the Central Govt. Industrial Tribunal-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Elbee Airlines Ltd. and Elbee Services Ltd. and their workman, which was received by the Central Government on 4-6-2003.

[No. L-II1012/47/99-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice S.C. Pandey
Presiding Officer

REFERENCE NO. CGIT-26/2000

PARTIES:

Employers in relation to the management of
Elbee Airlines Ltd., Mumbai,
Elbee Services Ltd., Mumbai

And

Their Workmen

APPEARANCES:

For the Management :

Elbee Airlines Ltd.	:	Absent.
Elbee Services Ltd., Mumbai	:	Absent
For the Workman	:	Workman present in person.

State : Maharashtra

Mumbai, dated the 19th day of May, 2003

AWARD

1. This is a reference made by the Central Government in exercise of its powers under Sub-section 1 (d) of Section 10 read with Sub-section 2-A of that Section of the Industrial

Disputes Act, 1947 (the Act for short) for resolving the following industrial dispute between Dayanand M. Joshi (the workman for short) and the Elbee Airlines Ltd. (the company for short). The terms of references of industrial dispute are as follows :

“Whether the action of the management of M/s. Elbee Airlines Ltd., Mumbai in terminating the services of Shri Dayanand Joshi w.e.f. 30-5-1998 and non-payment of legal dues is legal and justified? If not, what relief the workman is entitled to?”

2. Before we embark upon, the discussion regarding the merits of this dispute, it would not be out of place, to clarify the steps taken by this tribunal before deciding the application filed by the workman for adding Elbee Services Ltd., Mumbai (henceforth “Service company” to distinguish it from Elbee Airlines Ltd.) as a party to the reference. This tribunal by order dated 11-11-2002 directed issuance of notice to service company, as it was not given an opportunity of hearing on the question of adding it, a party to these reference proceedings. Since the company was also absent, the notices of hearing on these applications were sent to both the parties for their appearance on 25-11-2002. This fact is clear from order sheet dated 11-11-2002. Nobody appeared to oppose the application. The matter was heard. An ex parte order was passed adding the Service company as a party to the proceedings. It was directed on 25-11-2002 that notices be issued to Elbee Services Ltd. for final hearing on merits. None appeared on the date of final hearing. The case was closed for final award. In this award the Service company is being shown as a party to the dispute.

3. The workman made the following claim in his Statement of claim. The workman stated that the company was promoted by the service company. In fact the latter was the parent and the former its child. It was stated by him, that he applied to post box Advertisement of the Company for the job of Pilot/Co-pilot. The advertisement was for launching Commercial Airlines. The workman, being a licence holder for flying Commercial Aircraft, was selected for job as a Co-pilot. Under the conditions for his appointment, the workman was required to deposit Rs. 3.50 lakhs, for getting the training to fly the particular kind of Aircraft to be used by the company for its operation. The workman stated that he deposited Rs. 3.50 lakhs in two installments by two cheques. First cheque dated 12-1-1995 was for Rs. 1 lac. The second cheque dated 5-5-1995 was for Rs. 2.50 lacs. The workman attended the ground training at Delhi Flying Club between 21-1-1995 and passed the test conducted by Director General of Civil Aviation in April 1995. Thereafter, the workman was required to attend Simulator Training from 01-6-1995 at Maastrich, in Holland. The workman alleged that he was not paid any allowance for his lodging and board during 21-1-1995 and April 1995. The workman alleged that he was given letter of appointment dated 23-5-1995. Initially, the company deducted the provident fund from the salary but did not deposit its contribution towards the

provident fund. Thereafter, from August 1995, the company increased his basic salary to Rs. 5500/- . The workman was excluded from Provident Fund scheme. The company unilaterally modified the oral agreement on 3-8-1995. It was stated that the training cost was increased to Rs. 6.50 lacs. Towards, the deposit of additional 3 lacs, the company started to deduct Rs. 5,000/- every month from the salary of the workman amounting in all Rs. 20,000/- . It was stated in the agreement dated 3-5-1995 that the aforesaid deposit shall be refundable after five years faithful service. It was alleged by the workman that between 1-1-1995 to April 1995, he was paid in cash from the office of the service company. He had, however, claimed in paragraph 1 that he was not given any accommodation or allowances for stay at New Delhi during the course of his stay there. It was alleged that from May 1995 the workman was paid regular salary of Rs. 12,000/- per month in all, however Rs. 5,000/- were deducted as deposit for the cost of training. Thereafter, the gross salary was increased to Rs. 20,000/- per month from November 1995. Out of that amount Rs. 10,000/- were paid by cheque, Rs. 5,000/- in cash and Rs. 5,000/- were treated as in deposit. Thereafter, there was increase in salary of Rs. 1,200/- The same method payment was adopted. Out of the gross salary of Rs. 21,200/- per month the workman was paid Rs. 11,200/- by cheque, Rs. 5,000/- by cash and Rs. 5,000/- were treated in deposit. The workman stated that he continued in service of the company till 22-1-1999. He was, however, given by the Director of the company Mr. Ashish Naiv a letter of termination on 22-1-1999 with effect from 17-5-1998. It was stated by the workman that he was not paid his dues when he was asked to quit. The workman appears to have stated that he had filed an application under Section 33(c)(2) of the Act before CGIT No. 2, Mumbai claiming that he was entitled to refund all the amount taken by the company towards deposit, arrears of salary and other money claim accrued to him during the subsistence of his service on the footing that both the companies were liable to pay that amount to him on termination of his service without prejudice to his right to challenge. In his application, he had annexed Annexure L as the claim made under Section 33(c)(2) of the Act. It is made clear that this tribunal shall refrain making any comment on the questions involved in application under Section 33(c)(2) of the Act. In this case, this tribunal shall confine its attention only to the validity of the termination of the services of the workman.

4. The workman claimed that the order of termination of his services was not passed till 22-1-1999. He asserted that the order of termination dated 17-5-1998 was handed over to him on 22-1-1999. The order of termination it could not be retrospective in operation. The order was illegal and inoperative in law as it was without notice, without retrenchment compensation in violation of Section 25-F of the Act. The workman also claimed that the company was covered by chapter V B of the Act, and therefore there was violation of Section 25 N of the Act too. It was further

alleged that he had moved the Regional Labour Commissioner (Central). Nobody appeared on 26-2-1999, 22-3-1999 and 08-4-1999 on behalf of the company. This is how reference was made to this tribunal on report of failure of conciliation.

5. The workman made the following allegations regarding the service company for holding that it was substantively liable. It was alleged the services company was the parent company of the company. It is said that the company had Common Directors, Chairman-cum-Managing Directors. In fact, the company was working for and on behalf of the service company. The main job of the company was to transport the cargo of the service company. The services company was doing the business of transportation by air the cargo parcels etc. as an Air Despatch Courier. The Airlines of the company were operated for the work of the company. The assets and liabilities of the company were being controlled by service company. The company had suspended its operations and after obtaining resignations and transferred its staff to the service company.

6. It is not necessary to deal with the written statement of the company in great details as the result of this award does not depend upon the pleadings of the company. The reason is that, ultimately the company became *ex parte*. However, it would be proper to indicate the stand of the company so far as the present controversy is concerned. The company stated that it was incorrect to say the service company was the parent company of the company. It was further denied that the business of the company was in any way dependent upon the service company. It was stated that the service company functioned as an Air Courier. It was not involved in the business of carrying cargo. The company was carrier of Cargo by Airlines. The Courier company delivered the goods from door to door after accepting them for the destination. The cargo goods etc. were delivered by Services Company from door to door. In short it denied the allegations that the company and the services company could be treated as one. It denied other allegations made by the workman against it. It stated that out of three air crafts leased to it by the service company one of the air craft crashed. The other was grounded. The company had no option but to terminate the contract of employment w.e.f. 17-5-1998. The contract was terminated within three years from date of agreement and from the permission dated 16-10-1995 obtained from the Govt. of India. The company stated that it relied upon Certificates of Incorporation dated 23-11-1994 and 12-12-94. The company denied the fact that contract of the workman was not terminated till 22-1-99. Generally speaking, the stand of the company is that of denial of each crucial paragraph of the statement of claim.

7. The workman filed his rejoinder reiterating his claim.

8. The workman filed his affidavit on 07-1-2002. Shri Maurya, one of the Directors of the company filed his own affidavit on 22-2-2002. On 2-7-2002, and 9/4/2002 Shri Maurya cross examined the workman. On 22/4/2002, when the case was fixed for examination of another witness of the workman, an application was filed alongwith a medical certificate. Looking to the fact that workman had called the witness from Lucknow at his own expense adjournment was granted subject to payment of cost of Rs. 5,000/- which the workman was now required to incur for bringing the witness again from Lucknow. The case was adjourned for examination of all the three witnesses on next date. i.e. 20-5-2002. On 20-5-2002, another application was made for adjournment without even attempt to pay cost. This time the illness was same but it was stated that the workman had fallen ill from 20-5-2002. This time, original certificate was not even produced. No one was deputed to conduct the case on behalf of the company. Under these circumstances, the adjournment was refused. The workman was permitted to lead the evidence in examination in chief. Thereafter, he closed his case since Shri Maurya had filed his affidavit, opportunity was given to the workman, to cross-examine him on the next date fixed for his appearance on 22-7-2002. Nobody turned up on that date. Thereafter, the case was fixed for final hearing. The case was again reopened for rehearing on the question of impleadment of the service company. After it was impleaded and served twice, this tribunal had re-fixed the case for final argument.

9. The first question that has to be decided is if the order of the termination of the services of the workman was actually passed on 17-5-1998 and served upon the workman on the same day so that it became effective from that date. The workman stated in paragraph 10 of his affidavit that he was served with the order dated 17-5-1998 on 22-1-1999. He had made a note on the order that he had received that letter on 22-1-1999 under protest. The document K at page 66 shows that such a note was made. The statement Mr. Joshi was not challenged by Shri Maurya in cross-examination. Therefore, the workman's services cannot be said to have been terminated on 17-5-1998. The version of Mr. Joshi remains unrebutted. Therefore, if that workman continued in service till 22-1-1999 when the order dated 17-5-1998 was communicated to him. Even if the order was passed on 17-5-98, it could become operative only from date of communication to the workman. The affidavit of Mr. Maurya cannot be taken into consideration because he did not appear for cross-examination.

10. The second question is if there was any violation of section 25 N of the Act. In the opinion of this tribunal, the provisions of chapter VB are not attracted. The establishment where the workman was working was not of the kind which could be said to be covered by section 25L of the Act. It is neither factory, mine or a plantation. In view of this matter it is not necessary to proceed further.

11. The real question is if there was any violation of section 25-F of the Act. It cannot be disputed that the workman is covered by section 2(s) of the Act. This point was not even raised by the company. However, the workman has asserted that he was employed as a co-pilot. This fact is not in dispute. Looking to the nature of his job, it can be safely stated that workman falls in the category workmen covered under section 2(s) of the Act. There is nothing on record to suggest that the workman is covered by any of exception to that section.

12. The next question that has to be decided is if the termination of the services of the workman amounts to retrenchment. Section 2(oo) defines retrenchment. The main part this definition says that termination of service of a workman, for any reason whatsoever shall be covered by definition except where the termination is by way of punishment. The workman has not been punished by passing the order of termination. Consequently, main part of section 2(oo) of the Act did not apply. The only ground which would take case of the workman from the definition of retrenchment would be exception (bb) to section 2(oo). The workman had joined as a co-pilot. The clause 2(a) of service agreement specifically says that employment of workman commenced from 21 Jan, 1995. The service and the Training Agreement dated 03-8-1995 have been collectively marked as Exhibit F. It has been referred to in the Statement of the claim and affidavit. There is no denial in written statement or even in the affidavit of Maurya regarding the two agreements dated 03-8-1995. The letter of appointment exhibit C at page 21 also says so. The workman was required to enter into two agreements. One is Training Agreement dated 03-8-1995. Another is Service Agreement dated 03-8-1995. Both appears to have been executed simultaneously. It stands to reason that both these agreements should be read together. The workman was required to deposit Rs. 3,50,000/- in cash and deposit another sum of Rs. 3,00,000 at rate of Rs. 5,000 per month as deduction from salary as per 7(ii). 8 (a) of Training Agreement is as follows:

8(a) The Employee further agrees and undertakes with the Company that if he:—

- (i) Shall fail to undergo and/or complete the training to the satisfaction of the Company; or
- (ii) Shall leave the Company before the expiry of the period of five years from the date hereof; or
- (iii) So conducts himself that the Company is forced to terminate the services of the Employee under the said Agreement, then the Employee shall forthwith reimburse and pay to the Company on demand a sum of Rs. 50,000 and balance outstanding monthly instalments, if any, as referred in Clause 7(ii) of this Agreement out of Rs. 7,00,000 being an estimated cost of the training of the Employee at Delhi and Holland as aforesaid or such other sum which the Company may have incurred for the training of the Employee.

It is apparent that in case of breaches of above clauses the employee suffers a penalty. The clause-II prohibits the employee at the risk of penalty to leaving the company at least for five years. The corresponding obligation of the company is to employ the workman at least for five years. Therefore, it cannot be said that the agreement of service lapsed after three years, in view of the aforesaid obligation company, the reasonable interpretation clause 19(a) would be that it shall become operative only after five years of service rendered by the workman. Otherwise, the training agreement shall be onerous in the sense that workman shall not be entitled to seek another employment until five years whereas the employer could not terminate his services even prior to 5 years without paying him any compensation for abrupt termination of contract of service. The industrial tribunal has undoubted powers to modify an agreement to avoid unfair practice. See Rohatas Industries vs. Brindaban Pandey 1956 II LLJ 444 at page 449, (SC) Bharat Bank Ltd. vs. its employees 1950 I LLJ 921 at page 948. However, this tribunal instead is reading down clause 19(a) and making it inapplicable those five years which workman is compelled to complete or incur penalty by forfeiture of money already in deposit with the company. In other words, creation of an agreement requiring the workman to work for five years failing which, he is required to indemnify the company creates an obligation on the company to allow him to work for five years. At least for these five years, the company cannot terminate the service workman by giving notice of one month or in lieu thereof a pay of one month. The Company cannot create rights in itself and defy the obligations arising out of it. If a man is required to work for five years, he cannot look for another job. Would it not be breach of an obligation of the company to give opportunity to the workman for five years if it terminates the contract within five years without any reason. It would be better to hold this clause shall be kept alive till 5 years have elapsed. The workman had joined on 21st Jan, 1995. His services could not be terminated on 22-I-1999 prior to expiration of five years. Apart from what has been said, there is no pleading or evidence that power under clause 19(a) was exercised. In other words, one month notice or one month pay given to workman with the order of termination. For all these reasons, this tribunal is of the view that the services of the workman were not terminated on account of non-renewal of contract of employment on its expiry or for account of a stipulation in contract of employment. This tribunal is aware of clause 18 of the agreement of service. However, clause 18 in direct conflict with the training agreement which requires the workman to continue the contract till 5 years. In view of this matter in natural sequence of events, the earlier clauses of agreements should come first. It should be presumed subsequent clause could not have been made. That apart this tribunal is of the view that since the option after three years was not exercised, it cannot be invoked to the detriment of the workman. The agreement of service was impliedly extended

and the operation of that clause was exhausted by efflux of time. Accordingly, the claim of the company that it exercised its powers under clause 18 cannot be upheld. It is the opinion of this tribunal that clause 18 of the service agreement would have to be struck down as in direct conflict with the various clauses of Training Agreement.

13. The next question is that has to be decided if the services of the workman could be terminated on the ground that undertaking has been closed down. There is averment but no proof that company had closed down. There is no averment or proof that provisions of section 25FFA and 25FFF were resorted to by the company. The workman has examined himself and his two witnesses. One witness Shri. K.K. Rastogi says that the company is still a going concern. The statement of another witness is to the effect that certain executive officer are currently transferred from the company to the service company. There is no evidence led by the company that it has closed down its operation. Simply suspending operations is different proposition. Suspension of the operations do not by themselves give right to company terminate the services of the workman. For all these reasons, this tribunal holds that workman was in continuous service for more than 1 year meaning of section 25B of the Act and his services could not be terminated without payment of retrenchment compensation or service of notice or one months pay. There was violation of 25F of the Act and the order termination dated 17-4-1998 is illegal.

14. The question now arises regarding the liability of the company. There can be no doubt that company is liable. The question now arises regarding the liability of the services company. It is regretted that the services company did not choose to contest the application for adding it as a party to the application. After it was added as a party it was again served for arguing the case on merits. Thus, this tribunal is left to decide the case on the basis of evidence on record. There are certain documents placed on record by the workman. For example, at page 75 of the documents filed by workman there is newspaper report on September 20, 1995 Times of India, that the service company is launching a Cargo Airline by setting up a new company by name Elbee Airlines Ltd. The share of contribution to newly launched company was to the extent of 7.5 crores by way of equity capital. The rest of money was raised by way of loan. It was the case of the company that it and Services Company were distinct entities. They were separate companies registered under the Companies Act individually. They had different corporate identities. However, since Shri. Maurya did not appear, and remained *ex parte*, the case of the company could not be proved. The same story applies to the Service Company. Therefore, this tribunal can rely on the evidence of Alok Kumar Jha for corroborating the statement of the workman that staff of the company and Service company was interchanged. The workman was not able to say who purchased the Aircraft. However, the Statement of Mr. Maurya himself in his

affidavit is to the effect that the company was not the owner of the air craft. It was the Services company which purchased it from Vikings Air AS London and leased it to the company. The sale agreement Annexure D has been filed. In the opinion of this tribunal the company did not file lease agreements dated 2-6-1995 and 30-6-1995. Now this version of Mr. Maurya has to be considered because the case of the workman that service company is the parent or the sponsor of the company. It trite law that a statement is made by a party against another party cannot be accepted, when that party had no opportunity to test the statement in cross-examination. But a Court has discretion to accept the version of a witness who has not been cross-examined, against party, who examines him. Thus, this tribunal accepts the version of Mr. Maurya that the air craft used by Company were purchased by the Service Company. However, Maurya did not place on record the lease agreement. Maurya did not enter the witness box though he filed his affidavit and did not submit himself to cross-examination and therefore, his statement regarding lease agreement cannot be accepted. Firstly, he did not file the agreements, secondly, he did not enter witness box. The Services company could have proved these agreement but it remained *ex parte*. Therefore, an adverse inference can be drawn against the company and the Services Company. The consequence is that the lease agreement have not been proved. The statement of workman in cross-examination regarding the fact that aircraft belonged to company is on the basis of information received by him as an employee. But this, fact does not go against the workman. The Service Company owned the three air crafts. Then why the other company use the aircraft. If there were no lease agreements, then obviously the Service Company was the parent company. Even assuming for a moment that three aircrafts were leased to the company by the Service company, then question still arises why courier company should lease all its aircrafts to a Company which uses its name as flying company. The stand taken by company is the Service Company is a Courier Company. If that be so, then why did it purchase the aircrafts. Why did it give on lease to the company? Did it lease any of its Aircraft to another company? There is no evidence led on this point by either company. Therefore, there is pre-ponderence of probabilities that the Service Company and the Company are inextricably hand in glove. It may be that on paper, they had given a colour that they are two different entities for certain purposes. It appears to this Court that the Service Company had promoted the company. At page 115 to 135 of the documents filed by the workman there are extracts of Annual reports of the Service Company Exhibit W. Suffice it to point out that at page 129 it has been stated in right hand column that 'the share holders are aware Elbee Airlines has promoted your company'. In absence of any urgent explanation, to the contrary, this Tribunal is of the view, it would be just to hold that both the companies are jointly and severally responsible for the passing of illegal order

against the workman and consequently, an award should be passed against them.

15. The question regarding the relief should now be decided. The workman had asked for reinstatement. However, the evidence on record suggests that the company has temporarily suspended its operations. The Services Company has displayed its executive officers for the time being. The Company has not yet become defunct. However, it is very difficult to predict if company shall rise to its feet for re-starting its cargo flights. A number of probabilities impress upon the market forces in actual day to day world of business. It appears overtly that the fate of the company is tied inevitably with fate of Service Company. Its requirement is the prime factor. Looking to uncertain situation, it would not be prudent to require the company to reinstate the workman. However, the workman can be given relief by way of compensation in terms of money. This tribunal does so in exercise of its power under Section 11-A of the Act. As already stated the Training Agreement required the workman to complete the term of service for five years. There is no reason to hold that workman would not have served for five years. There is also reason to hold that he would left job after five years. The workman has stated that he is unemployed. The option to leave a job depends upon finding an alternative job. Since the workman is still unemployed, it can be inferred that he would not get an alternative job easily while in service with the company. The possibility of giving up of his job was remote. Balancing all these factors and the fact that workman is likely to get a lumpsum money by way of this award, it would be proper to grant him a lumpsum money by way of compensation at rate of last salary drawn by him for a period of 36 months (three years). The last salary was Rs. 21,200. The aforesaid amount would be Rs. 7,63,200. He shall be entitled to interest on this amount at rate of 7% till the payment is made. Both the Company and the Service Company shall be jointly and severally liable to pay the aforesaid sum.

16. It is made clear this amount does not cover the dispute of the workman other than the reinstatement as directed in previous paragraph. As to his other claims that he is entitled to, there shall be no award as the workman had filed application under 33(c)(2) of the Act.

17. The reference is accordingly answered by saying the purported action of Elbee Airlines Ltd. Mumbai in terminating the services of Shri Dayanand M. Joshi with effect from 17-5-1998 (Not 30-5-1998) by letter dated 21-1-1999 was illegal. However, instead of reinstatement the workman shall be entitled to compensation of Rs. 7,63,200 with 7% interest till the amount is paid. The workman shall be entitled to recover the aforesaid amount from Elbee Airlines Ltd. Mumbai and Elbee Services Ltd. Mumbai jointly and severally. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 58/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-03 को प्राप्त हुआ था।

[सं. एल-20012/17/92-आई. आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/93) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 4-6-03.

[No. L-20012/17/92-JR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 58 OF 1993

PARTIES : Employers in relation to the management of Jealgora Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES:

On behalf of the workman	:	Shri K. Singh, Advocate.
On behalf of the employers	:	Shri H. Nath, Advocate.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 19th May, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/17/92-IR (Ccal-I), dated, the 27th April, 1993.

SCHEDULE

“Whether the action of the management of Jealgora Colliery of M/s. Bhowra Area of BCCL for superannuating Sh. Dasrath S. Picker Mason, E.B. No. 208629 w.e.f. 16-1-91 is justified ? If not, to what relief the workman is entitled ?”

2. The case of the concerned workman according to the W.S. submitted by the sponsoring union on his behalf in brief is as follows :—

The concerned workman was a Picker Mason under the management. They alleged that the management illegally and arbitrarily superannuated the concerned workman from his service with effect from 16-1-91 as per his age recorded in the Form B Register. They submitted that the age recorded in the Form B Register was illegal because of the fact that the management out of their own choice recorded that the date of birth of the concerned workman as 16-3-31. They further submitted that on receipt of service excerpt when the concerned workman came to know about the wrong recording of date of birth he raised objection immediately. On the basis of said objection the management issued letter to the Dy. C.M.E. being Ref. No. NJ/Med/1317 dated 26-8-89 with the direction to hold medical test of the concerned workman either on 21-8-89 or 1-9-89. Accordingly the said intimation was also given to the concerned workman. They alleged that on the said dates the concerned workman though attended to face his medical examination in the matter of his assessment of his age the doctor did not conduct that medical examination and for which he returned back without getting any scope to assess his age. They alleged that inspite of knowing this fact by the management they illegally, arbitrarily superannuated him, from his service with effect from 16-1-91. They submitted that inspite of submitting representation the management did not do anything for re-arrangement of the medical examination of the concerned workman for assessment of his age. Accordingly they raised an industrial dispute which ultimately resulted reference to this Tribunal.

2. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W.S. on behalf of the concerned workman. They submitted that the concerned workman was entered in the service in the year 1955 and at that time his date of birth was recorded in the Form B register on 16-1-1931. The same date of birth was also recorded in the I.D. card register. They submitted that during period of his continuous service the concerned workman did not raise any dispute over his date of birth recorded in the Form B Register. The concerned workman only raised the dispute on receipt of the service excerpt. They submitted that as the concerned workman raised dispute over his age recorded in the service excerpt they arranged for his medical examination with a view to assess

his age by the special medical board on 31-8-89. But the concerned workman being afraid did not attend the said medical board and for which the age of the concerned workman could not be determined. Accordingly, he was superannuated from his service with effect from 16-1-1991. They submitted that the concerned workman was superannuated as per age recorded in the Form B Register which is a statutory register as per Mines Rules, 1955. In doing so they submitted that they did not commit any illegality and took any arbitrary decision. They also denied the fact that they violating the principles of natural justice superannuated the concerned workman from his service. Accordingly the management submitted their prayer to pass an Award rejecting the claim of the concerned workman.

4. The points to be decided in this reference are :—

"Whether the action of the management of Jealgora Colliery of M/s. Bhowra Area of BCCI, for superannuating Sh. Dasrath S. Picker Mason, E.B. No. 208629 w.e.f. 16-1-91 is justified ? If not, to what relief the workman is entitled ?"

FINDING WITH REASONS

It is seen from the record that the concerned workman in order to substantiate his claim examined himself as witness. On the contrary the management examined three witnesses in support of their claim. Considering the evidence of the MWs and also considering the evidence of the concerned workman I find no dispute to hold that the concerned workman was a picker Mason at Jealgora Colliery of Bhowra area, under the management. There is also no dispute to hold that the concerned workman entered into his service in the year 1955. It is the contention of the management that at the time of his entry in the service the date of birth of the concerned workman was recorded as 16-1-31. Accordingly the concerned workman was superannuated from his service on being attaining his age of 60 years on 16-1-91. On the contrary the contention of the concerned workman appears to be quite different. He submitted that he was not at all aware that his date of birth was recorded as 16-1-31 in the Form B Register. Only he came to know about the fact while the management issued service excerpt to him in the year 1987. The moment he came to know that his date of birth was recorded wrongly in the Form B Register, he raised his objection in the service excerpt and deposited the same to the management. Considering all the facts and circumstances I find no dispute to hold that on receipt of objection raised by the concerned workman in the service excerpt the management arranged for assessment of his age by the special medical board and issued order to that effect dt. 26-8-89. The said order during evidence was marked as Ext. M-3. From this order it transpires that the concerned workman was directed to appear before the Special Medical Board Lodna Central

Hospital on 31-8-89 or on 1-9-89 at 9.00 A.M. with I.D. Card and 3 Passport size photograph duly attested by the Sr. P.O./P.O. for assessment of his age/date of birth. The said order was duly communicated to the concerned workman and the concerned workman accordingly acknowledged his receipt by putting his L.T.I. It is further seen that not only the concerned workman was directed to appear before the Special Medical Board but also some other workmen had been directed to appear there in connection with assessment of their age. It is the contention of the management that as the concerned workman failed to appear before the Special Medical Board on the dates fixed there was no scope to assess the age of the concerned workman by the said doctor. Accordingly the concerned workman was superannuated from his service as per the date of birth recorded in the Form B Register. On the contrary it has been submitted by the concerned workman that he went to the Medical Board for his medical test but the doctors of the said Medical Board did not examine him and for which he returned back. No evidence on the part of the concerned workman is forthcoming to show that he attended the Medical Board but the doctor did not examine him with a view to assess his age. There was scope on the part of the concerned workman to submit representation to the management intimating the fact that though he attended the Medical Board he was not examined there. But as no such evidence is forthcoming I am in doubt relating the credibility of the submission made by the concerned workman. Similarly I also do not find any credibility of the submission of the management that the concerned workman did not attend the special Medical Board on the dates fixed for assessment of his age in absence of any intimation given by the Medical Board to the management. It is seen that both sides have created a story in order to substantiate their claim but for that reason they did not consider necessary to produce any cogent document. Under the circumstances I consider that the concerned workman is entitled to get liberty to face his medical examination afresh for assessment of his age particularly when in support of his claim he has failed to produce a single scrap of paper to show that his date of birth was such and such instead of his date of birth as 16-1-31 which was recorded in the Form B Register as well as the I.D. card register. Learned Advocate for the concerned workman in course of hearing argument submitted that the concerned workman died in the year 1999 and for which there is no scope for his appearance before the Apex Medical Board for assessment of his age if any such order is passed. The position according to my view appears to be very much peculiar. It is seen that the concerned workman did not accept his date of birth recorded in the Form B Register. It further transpires that the concerned workman has also failed to produce any cogent document to show what was his exact date of birth. The management considering objection raised by the concerned workman decided to send him before the Special Medical Board for assessment of his age. As there

is claim and counter claim about the appearance and non-appearance of the concerned workman before the Apex Medical Board I consider that it would be just and proper to direct the management to assess the age of the concerned workman through Apex Medical Board as a special circumstance. But there is no scope to pass any such order due to sad demise of the concerned workman.

6. In view of this peculiar facts and circumstances I find no scope to draw any definite conclusion that the management wrongly recorded the date of birth of the concerned workman in the Form B Register as 16-1-31 illegally, arbitrarily and violating the principles of natural justice. Accordingly the concerned workman is not entitled to get any relief.

In the result, the following Award is rendered :—

“The action of the management of Jealgora Colliery of M/s. Bhowra Area of BCCL for superannuating Sh. Dasrath S. Picker Mason, E.B. No. 208629 w.e.f. 16-1-91 is justified ? Consequently the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1801.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधतंत्र के संबंद्ह नियंत्रजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (मंदर्म संख्या 216/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल-24012/238/86-डी.एव.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 216/97) of the Central Government Industrial Tribunal II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 4-6-2003.

[No. L-24012/238/86-D.IVB. JR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
PRESENT:

Shri B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 216 OF 1987

PARTIES : Employers in relation to the management of Govindpur Project of M/s. C.C.L. and their workman.

APPEARANCES:

On behalf of the workman : Shri D. Mukherjee,
Advocate.

On behalf of the employers : Shri D.K. Verma
Advocate.

State : Jharkhand Industry : Coal

Dated Dhanbad, the 20th May, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/(238)/86 D.IV (B) dated, the 17th July, 1987.

SCHEDULE

“Whether the action of the management of Govindpur Project of C.C.Ltd., P.O. Bokaro Thermal, Dist. Giridih in denying payment of difference of wages and non-regularisation of S/Sri Keshab Lal Mahato, Lakhan Lal Mahato and 68 others as per annexure attached with the schedule who have been working in higher categories for the last about 4 years is legal and justified ? If not, to what relief the concerned workman are entitled?”

2. The case of the concerned workman according to the W.S. submitted by the sponsoring union on their behalf in brief is as follows :—

They submitted that the Central Coal Fields Ltd. started Govindpur Project in the year 1983 but it came into operation after appointment of workmen in July, 1983.

They disclosed that the management of Govindpur Project appointed only 32 persons who were matriculates, ITI holders, Driver and having other technical or educational qualification as Cat. mazdoor in the month of October, 1983. All the rest workers i.e. 143 workers were appointed as piece rated workers during the period from 1983 to 1984. They submitted that as the work progressed the management started using good number of workers in higher categories to handle all types of job and in this way they started taking work of higher skill, responsibility, hazards etc. without paying proper wages for the jobs performed by those workmen. They disclosed that as per the Model Standing order for the Coal Industry under which the services of the workmen concerned are governed, the workmen are entitled for regularisation on the posts on which they have been working satisfactorily and continuously for more than three months. They further submitted that as per recommendations of the Wage Board for the Coal Mining Industry the workmen are entitled for difference of wages as officiating allowance between the

wages of Cat. I and that of higher category on which they were deputed to work. But the management inspite of several reminders submitted by the workmen and trade union failed to fulfill their obligation and continued to exploit the workmen by paying lesser wages and deprived them from regularising in proper category as per the job performed by them. As a result the concerned workmen through their sponsoring union raised an industrial dispute before the ALC(C) Hazaribagh for conciliation which ultimately resulted reference to this Tribunal by the Ministry for adjudication.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their W.S. They submitted that Govindpur Project being a new Project of the Central Coal Fields Ltd. was opened towards the end of 1983. During initial stage, incline driving work was taken up and thereafter work relating to development was initiated and for which the actual mining operations and production work were started much later. They submitted that gradually and by stages the production has since been brought upto the level of about 300 metric tons per day, as at present. The piece rated workers required in connection with the raising of Coal were transferred from other collieries of the CCL to Govindpur Project as they were found surplus in other colliery. Some time rated workers were also recruited by them for the project and some were transferred from the other collieries. They submitted that time rated jobs are such that the workers appointed to such jobs required training and experience and for which some persons were given opportunity to receive on the job training and experience and when it was found that they received the requisite training and experience, their cases were reviewed and the workers found suitable for being regularised in the higher posts were so regularised by different orders time to time. They denied the fact that the 70 workers referred to by the union have been working in higher categories from the dates indicated therein. They denied the allegation of committing any illegality against the concerned workmen and for which they are not entitled to get any relief. In view of the facts and circumstances they submitted their prayer to pass Award rejecting the claim of the concerned workmen.

4. The points to be decided in this reference are :—

"Whether the action of the management of Govindpur Project of C.C. Ltd., P.O. Bokaro Thermal, Dist. Giridih in denying payment of difference of wages and non-regularisation of S/Sri Keshab Lal Mahato, Lakhan Lal Mahato and 68 others (as per annexure attached with the schedule) who have been working in higher categories for the last about 4 years is legal and justified ? If not, to what relief the concerned workmen are entitled ?"

FINDING WITH REASONS

5. It transpires that the sponsoring Union in order to substantiate their have examined one workmen as WW-1 while the management examined one witness as MW-1 in support of their claim.

6. As per reference the point for consideration is if the management was justified in denying payment of difference of wages and non-regularisation of 70 workers who worked in higher category for the last four years.

7. The sponsoring Union specifically alleged in their W.S. that as the work progressed the management started using a good number of workmen in higher categories to handle all types of job without paying proper wages for their jobs performed by them. It is curious to note that inspite of bringing such allegations the sponsoring union did not consider necessary to disclosed the name of those workmen who were vested higher responsibilities though proper wages were not paid to them. WW-1 Lakhan Lal Mahato during his evidence disclosed that out of seventy employees management recruited 31 employees through Employment Exchange and the rest employees came on transfer from other collieries. He disclosed that Basudeb Gope, Rameshwar Prajapati, Vivisan Mahato, Babali Mahato, Baiju Rajak, Ali Hussain, Kishan Singh were employed by the management as Cat. I mazdoor though their names were forwarded by the Employment Exchange for their recruitment to the post of driver. They were also interviewed for the post of driver and selected for the said post. He alleged that these workmen though were employed as Cat. I mazdoor the management deployed their services as drivers. He further alleged that though these workmen were appointed since 5-10-83 the management started paying officiating allowances to some of them in the year 1985 and some of them in 1986. They were however, regularised as Drivers Cat. V in the year 1986 and 1987.

8. Again Biswanath Mahato, Roshanlal Mahato Badri Prasad, Lakhan Lal Mahato, Hemant Kumar, Mahalal Mahato and Rit Lal Mahato were recruited by the management to the post of Cat. I mazdoors though their names were forwarded by the Employment Exchange for the post of L.D.C. These workmen were interviewed for the post of L.D.C. and also were selected for the same but they were designated as Cat. I mazdoor in the year 1983 and their services were regularised in Grade III in the year 1986. He submitted that though the management issued appointed letters to them as Cat. I mazdoor in the year 1983 they were deployed by the management for discharging their duties as L.D.C. He submitted that L.D.C. falls under Grade II and not under Grade III. In support of his claim he relied on the interview letters issued by the management to these workmen. These interview letters in course of his evidence had been marked as Ext. W-1 to W-12, W-14. After careful consideration of these interview letters I find no dispute to hold that management issued the same for filling up the post of L.D.C and Drivers. Considering the materials on record I find that these workmen named above though made their interview for the posts of L.D.Cs. and drivers they got their appointment as Cat. I mazdoor. This witness in course of his evidence remained silent which irregularities the management committed against the rest workmen. No evidence is forth coming which higher responsibilities were given to other workmen and how they were exploited by the management. From the facts disclosed in the W.S. and rejoinder submitted on behalf of the concerned workmen I also find no whisper to this effect.

Until and unless it is established by the sponsoring union there is no scope to was if the services of those workmen were exploited by the management without giving any pay protection to them. If the facts disclosed in the W.S. submitted by both sides are considered there is sufficient reason to believe that excepting the case of drivers and L.D.Cs the management took positive step in the matter of regularising the services of 56 workmen in different category and grades. But office orders marked as Ext. M-15 and M-16 management redesignated the post of 34 workmen and also regularised the services of 199 piece rated workmen as Cat. I mazdoor. Therefore, there is no scope to say that management was not sincere to regularise the services of a good number of workmen employed under their control.

9. Excepting the cases of drivers and L.D. Clerks the sponsoring union have failed to produce any positive evidence that the management inspite of exploiting the services of these workmen have denied either to give any pay protection to them or regularise them in the post where they worked for more than four years with higher responsibilities. As there is no scope to assert their claim with positive view. I do not find any scope to uphold their claim. The documents marked as Ext. M-2, M-3, M-4, M-5, M-6, M-8, M-9, M-10, M-11 and M-15 show clearly that on different dates management either regularised or redesignated as many as 72 workmen worked under their establishment after a certain period of their rendering services to lower category. From the evidence of WW-1 I do not find any whisper if these workmen were vested with higher responsibilities while they joined. WW-1 during his evidence has specifically stressed about the injustice caused to the workmen who were appointed as Cat. I mazdoor though the Employment Exchange forwarded their names for the posts of Drivers and L.D. Clerks and though their interview were taken for the same. Considering the record I find no dispute to hold that Basudeb Gope, Rameshwari Prajapati, Vivisan Mahato, Babli Mahato, Baiju Rajak, Ali Hussain, Kishen Singh got their letters of interview from the management for the posts of drivers. Similarly Biswanath Mahato, Roshanlal Mahato and Rit Lal Mahato got their letters of interview from the management for the posts of L.D. Clerks. It is seen that their names were forwarded to the management by the Employment Exchange. Considering the evidence of both sides I also find no dispute to hold that the above named workmen were selected for the post of Drivers and L.D. Clerks.

10. It is the specific contention of the sponsoring union that instead of issuance of appointment letter for the post of drivers and L. D. Clerk the management appointed them as mazdoor Cat. I and without giving proper grade and wages their services were exploited by the management and they were compelled to receive wages of Cat. I mazdoor. It is seen from the office orders dt. 23/24-7-85 and 8-9-86 (Exts. 19 and 17) that the workmen named above who inspite of getting their interview for the post of Drivers got their appointment as Cat. I Mazdoor were allowed to draw their officiating allowance with immediate effect for performance of their duties as drivers. Again from the documents marked

as Ext. W-7 and Ext. W-14 it transpires that services of those workmen were regularised for the post of Drivers Cat. V with immediat^r effect i.e. from 21-12-85 and 1-12-86.

The workmen who got their interview for the post of L.D.C. and who were selected, the names of whom have been mentioned above but had been given appointment as Cat. I mazdoor were not offered with any officiating allowance though they were vested with the job of higher responsibility. However, their services were regularised as Grade III Clerk vide office order dt. 26-4-86, 4-7-81 and 8-7-86 marked as Ext. 11, 12 and 13 respectively. There is no dispute to hold that as the vacancy for the posts of drivers and L.D.C. existed the management called for the names of suitable candidates from the Employment Exchange. There is no dispute to hold that Employment Exchange forwarded the names of those workmen as suitable candidate for the post of drivers and L.D.C. There is also no dispute to hold that in view of letter of interview issued by the management for the posts of Drivers and L.D.C. these workmen appeared before the interview Board and got selected. It is seen that instead of issuance of appointment letters for the posts drivers and L.D.C. the management appointed them as Cat. I mazdoor. As per submission of the sponsoring Union the management not only committed illegal act by issuing appointment letters as Cat. I mazdoor instead of getting their selection as Drivers and L.D.C. but also exploited their services as Drivers and L.D.C. paying wages of Cat. I mazdoor. The management also did not consider necessary to pay difference of wages of Cat. I mazdoor and drivers and L.D.C. though their services were utilised as drivers and L.D.C.

11. Management in course of hearing neither could be able to deny that the names of the workmen were not forwarded by the Employment Exchange for the posts of Drivers and L.D.C. nor they were called for the interview for the said posts. It is clear from the evidence of both sides that those workmen though selected for the post of drivers and L.D.C. appointment letters were issued to them as Cat. I mazdoor.

12. In course of hearing Learned Advocate for the management has failed to give any satisfactory clarification why appointment letters were issued to these workmen named above as Cat. I mazdoor though it is evident as per Wage Board recommendation that fitment of the drivers will be in Cat. V and fitment of the clerk will be in Grade III. In this connection it may be mentioned that the claim of the sponsoring union that the management was liable to issue appointment letter to the workmen who are appointed as clerks in Clerk Grade II is not correct if the wage board recommendation is taken into consideration. It is seen that long after their appointment the management issued order which I have already discussed above by which the management regularised the services of the workman Basudeb Gope Sl. No. 28, Rameshwari Prajapati Sl. No. 26, Vivisan Mahato Sl. No. 29, Babli Mahato Sl. No. 30, Baiju Rajak Sl. No. 32, Ali Hussain Sl. No. 27 as driver in Cat. V while the services of Viswanath Mahato Sl. No. 3, Roshanlal Mahato Sl. No. 6, Badri Prasad Sl. No. 4, Lakan Lal Mahato Sl. No. 2, Hemant Kumar Sl. No. 7, Mohan Lal Mahato

Sl. No. 8 and Ritla Mahato Sl No. 5 as Clerk Grade III. It is seen that no difference of wages were paid to these workmen during the intervening period though they were vested with higher responsibility inspite of being appointed as mazdoor Cat. I. To that effect also the management in course of hearing have failed to give any satisfactory explanation. According to the Wage Board recommendation drivers whose names I have mentioned above were very much entitled to get Cat. V wages in course of their appointment while the clerks whose names I have mentioned above are entitled to get Grade-III wages at the time of their appointment. It is not the case of the management that the names of these workmen were not forwarded by the Employment Exchange. It is also not the case of the management that these workmen were not asked to appear before interview board according to the interview letter issued to them. It is also not the case of the management that these persons were not selected in the interview for the posts of drivers and clerks. Management nowhere in the W.S. or in course of evidence disclosed that actually they were called for interview for the post of Cat. I Mazdoor and accordingly their appointment letters were issued in the said category. Therefore, there is sufficient reason to believe that management illegally and arbitrary issued letters of appointment to these workmen as Category I. Mazdoor, though they were selected for the posts of drivers and clerks. They did not consider necessary to pay difference of wages to those drivers and clerks during the intervening period inspite of receiving their services as such. As such after careful consideration of all the facts and circumstances I hold that the claim of the sponsoring Union in respect of the workmen who were selected for the post of Drivers and Clerks stand on cogent footing. The workmen who were selected for the post of Drivers not only deserve to get their appointment in Cat. V but also the clerks who get their appointment deserved their placement in Grade III from the date of their joining in the service. In course of hearing argument Learned Advocate for the management submitted that these workmen did not raise the dispute in question either before their joining as Cat. I Mazdoor or immediately, after joining the said post and for which he submitted, that these workmen have been estopped from claiming such benefit raising dispute at a subsequent date. I do not agree with the submission made by the Learned Advocate for the management. It should be borne into mind that these workmen were in weaker position while they got their appointment and for which they did not have such mentality to raise such dispute last they were deprived by the management from getting the job. The management taking the opportunity of the helplessness these workmen exploited their services and placed them in such category which they did not deserve as per the wage board recommendation. A fair play was expected from the management in dealing with the concerned workmen who were selected for the post of drivers and clerks but they did not do so for the reasons best known to them. Accordingly there is no cogent reason to hold that the claim of these workmen can be ignored taking the plea of estoppel as raised by the Learned Advocate for the management in course of hearing.

13. However, the sponsoring union in respect of the other workmen have failed to substantiate the claim in question and for which they are not entitled to get any relief. In the result, the following Award is rendered :—

"The action of the management of Govindpur Project of CCL., P.O. Bokaro Thermal Dist. Giridih in denying payment of difference of wages of the concerned workmen namely the drivers and the clerks as per schedule of reference from the date of their joining as Cat. I Mazdoor till the date of their regularisation in service in Cat. V and Grade III Clerk was not legal and justified. Accordingly the management is directed to pay the difference of wages of the concerned workmen named above from the date of their appointment till the date of regularisation of their services as drivers in Cat. V and Clerks in Gr. III respectively within three months from the date of publication in the Gazette of India."

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 23/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल-20012/112/95-आई. आर.(सी-1)]

एम.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/96) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 4-6-03.

[No. L-20012/112/95-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD

PRESENT:

Shri B. BISWAS,
Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 23 OF 1996

PARTIES : Employers in relation to the management of Sudamdh Area of M/s.B.C.C.L. and their workman.

APPEARANCES:

On behalf of the workman : **Shri D. Mukherjee,**
Secretary, B.C.K.U.

On behalf of the employers : Shri D. K. Verma,
Advocate.

State : Jharkhand **Industry : Coal.**
Dated. Dhanbad, the 20th May, 2003.

Dated, Dhanbad, the 20th May, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/112/95-I.R. (Coal-I), dated, the 27th February, 1996.

SCHEDULE

"Whether the Union is justified in demanding from the management of Patherdhil Colliery of M/s. BCCL resumption of services retrospectively w.e.f. 1978 of Shri Uma Pada Thakur, Explosive Carrier ? If so, to what benefit the concerned workman is entitled and from which date ?"

2. The case of the concerned workman according to W.S. submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman before his engagement as explosive carrier at Patherdih colliery was a Peon-cum-survey mazdoor. They submitted that as per direction of the management he started working as explosive carrier and rendered continuous service there. They disclosed that the concerned workman had put in 240 days attendance continuously in each calendar year but inspite of rendering continuous service the management illegally and arbitrarily stopped him from service with effect from 1978 without assigning any reason and without complying the mandatory provision of Section 25F of the I.D. Act. They submitted that thereafter the concerned workman submitted representation to the management for his reinstatement to his work but instead of reinstating him they asked to wait patiently till final decision of the headquarter. They alleged that the management without taking any positive decision by letter dated 26/27-3-98 asked him to report for his duty at Patherdih coal washery. They submitted that as the concerned workman was not aware of his transfer to Patherdih coal washery he again submitted representation with a prayer for allowing him to join at Patherdih colliery but as they refused to do so they raised an Industrial dispute before the ALC(C) Dhanbad for conciliation which ended in failure. Thereafter the appropriate Govt. also refused to refer the dispute for

adjudication on the ground that no satisfactory reason was assigned for causing unnecessary delay in raising the dispute in question. Being aggrieved by the said order they filed a Writ Petition before the Hon'ble High Court Patna (Ranchi Bench) and the Hon'ble Court in disposing of the Writ Petition hearing No.CWJC 3677 of 95(R) passed order dated 15-12-95 directing the Govt. to refer the dispute for adjudication and in pursuance to that direction of the Hon'ble Court the Ministry has referred the dispute for adjudication. Accordingly, the sponsoring union submitted prayer before this Tribunal for passing necessary Award directing the management to reinstate the concerned workman with full back wages and other consequential relief.

3. Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their W.S. admitting the fact the concerned workman was a permanent employee of Patherdih colliery the management submitted that he was transferred to Patherdih coal washery under the same area in the month of February 1978 and he was released from the roll of that colliery at the same time and thereafter his name was deleted from the employment roll of the said colliery as because his last pay certificate was sent to Patherdih coal washery on 26-4-78.

4. They submitted that the workman concerned neither reported for duty at Patherdh coal washery nor reported his difficulty to work there. They submitted that the workman concerned actually abandoned his service and for which he did not care to turn up for his duty. Management further submitted that after a lapse of long period the concerned workman has raised this dispute without assigning any satisfactory reason for such inordinate delay and accordingly his claim is barred by the law of limitation. They submitted that the claim of the concerned workman for getting his relief is baseless as he has abandoned his service. In view of the facts and circumstances stated above management submitted prayer to pass award rejecting the claim of the concerned workman.

The points to be decided in this reference are :—

"Whether the Union is justified in demanding from the management of Patherdih Colliery of M/s. BCCL resumption of services retrospectively w.e.f. 1978 of Shri Uma Pada Thakur, Explosive Carrier? If so, to what benefit is the concerned workman entitled and from which date?"

FINDING WITH REASONS

6. Considering the record it transpires that the sponsoring union in order to substantiate his claim in question examined the concerned workman as witness. The management on the contrary in support of their claim have examined one witness as MW-1. Considering the evidence of both sides and also considering the fact disclosed in the pleadings I find no dispute to hold that the concerned workman was a permanent workman at

Patherdih colliery. It is the allegation of the concerned workman that the management without showing any reason or without issuance of any chargesheet had stopped him from work as explosive carrier since 1978 illegally, arbitrarily and violating the principle of natural justice. As a result he submitted representation to the management with a prayer for his reinstatement in service but that too did not yield any result. Referring the letter of the management dated 26/27-3-93 marked as Ext. W-1 the concerned workman submitted that on receipt of the said letter he went to Patherdih coal washery with a view to resume his duty but he was not allowed to join there. He alleged that inspite of repeated representation when the management refused to allow him to resume his duties he through the sponsoring union raised an industrial dispute before the RLC(C) Dhanbad for conciliation but that too did not yield any result. Even the appropriate Govt taking the plea of limitation refused to refer the dispute for adjudication which compelled him to file Writ Petition before the Hon'ble High Court Patna (Ranchi Bench). Thereafter the Hon'ble Court in disposing of the writ petition bearing CWJC 3677 of 95(R) directed the appropriate Govt. vide order dated 15-12-95 to refer the dispute for adjudication and thereafter, the Ministry referred this dispute for adjudication. Referring all these facts the representative of the concerned workman submitted that the management without any reason not only harassed the concerned workman for years together but also did not allow him to resume his duty. Learned Advocate for the management in course of hearing submitted that the concerned workman in the month of February, 1978 was transferred to Patherdih coal washery from Patherdih colliery situated in the same area. On the basis of that order of transfer his last pay certificate was sent to the Patherdih Washery on 26-4-78 but inspite of communicating that order of transfer and also inspite of sending the L.P.C. the concerned workman did not join therefor the reason best known to him. He submitted further that as a result the name of the concerned workman was struck out from the workman's roll of Patherdih colliery. It is the specific allegation of the management that the concerned workman abandoned his service wilfully and after a lapse of long period he started agitating for resumption of his duty which is barred by the law of limitation.

7. Before entering into the merit of this case let me consider if the claim of the management that the case is barred by the law of limitation can be accepted or not. It is the claim of the concerned workman that he submitted representation before the management for his reinstatement to service when according to him he was stopped from his service. He disclosed that he could not go further as the management assured him to consider his case as per decision of the headquarter but in inspite of giving such assurance they started harassing him and finding no other alternative way he raised industrial dispute through his sponsoring Union before the ALC(C) Dhanbad which ultimately ended in failure. The appropriate Govt. also thereafter taking the

plea of casing long delay in raising the dispute refused to refer the dispute for adjudication. As a result, he preferred a Writ petition and the Hon'ble Court of Ranchi Bench in disposing of the said Writ Petition bearing No.C.W.J.C. No.3677 of 95(R) directed by order dated 15-12-95 to refer the dispute for adjudication and in compliance to that order the Ministry referred the dispute for adjudication. It is seen that the said delay of raising industrial dispute was duly considered by the Hon'ble Court in course of hearing and as the Hon'ble Court considered fit directed the Ministry to refer the dispute for adjudication. Accordingly, there is sufficient scope to say that as the plea of limitation was duly considered by the Hon'ble Court there is no sufficient scope to reopen the plea again here. Apart from this fact the management also in course of hearing has failed to substantiate that the concerned workman intentionally caused long delay in referring the dispute in question. In view of the facts and circumstances I find no sufficient ground to say that the instant case is liable to be set aside taking into consideration that it is barred by the law of limitation.

8. Now let me consider if the claim of the concerned workman stands on cogent footing or not. It has been specifically asserted by the management that the concerned workman after receipt of the order of transfer at Patherdih coal washery has abandoned his service and for which his name was struck off from the employer's roll. Before taking into consideration of this fact it is to be looked into if the concerned workman at all was transferred to Patherdih coal washery from Patherdih colliery and if so whether the order of transfer was actually communicated to him or not. It is admitted fact that the concerned workman was a permanent employee of the management. Therefore, the management cannot avoid responsibility to establish that actually he was transferred to Patherdih coal washery and that written order was duly communicated to him. In course of hearing the management has failed to produce a single scrap of paper to show that his order of transfer was issued and the same was actually communicated to him. No document is forthcoming to show that with his knowledge the management sent his L.P.C. to Patherdih coal washery. It is the specific claim of the concerned workman that the management since 1978 had stopped him from service without assigning any reason. If the plea taken by the concerned workman is not taken into consideration for arguments sake the management cannot avoid responsibility to show if they took any administrative step against the concerned workman for not joining to his new place of work on transfer. It is clear that the concerned workman is a permanent employee of the management. As such defiance of the order by the concerned workman to join his duty at his new place of service should be considered as misconduct. No evidence forthcoming on the part of the management that they issued any chargesheet against the concerned workman for his remaining absent from duty. Even if it is considered that the concerned workman abandoned his duty the management ought to have

issued chargesheet against him for committing misconduct but they did not do so. Even they did not dismiss the concerned workman from his service. The action taken by the management to strike out his name from the employees roll of Patherdih colliery appears to be arbitrary as because of the fact that they have failed to justify that his order of transfer was actually communicated to him. From the documents marked as Ext. W-1 it transpires that concerned workman was transferred to Patherdih coal washery and accordingly, he was directed to submit his application therefor consideration. It is the specific submission that after receipt of this letter he went to the said washery with a view to join there but he was not allowed to join there. No evidence is forthcoming that being aggrieved by the order of transfer the concerned workman evaded to join at his new place of work. It is not believable that when the concerned workman received letter Ext. W-1 will refuse his letter of transfer. I have already discussed above that the management have failed to substantiate that the order of transfer was actually communicated to the concerned workman. As no contrary evidence is forthcoming there is no reason to believe that a permanent workman will show such whimsical attitude in the matter of his service. Had that been so the concerned workman would not raise his voice against the management. There is also no reason to believe that the concerned workman taking false plea will submit that the representation which he submitted was not considered by the management. No explanation is forthcoming why the management did not issue any notice to the concerned workman directing him to join his duty at new place of his work.

9. After careful consideration of all the facts and circumstances discussed above I find sufficient reason to believe that the management have failed to establish that there was any order of transfer issued against the concerned workman and the said order of transfer was actually communicated to him. Even there is no paper to show that management communicated the workman about sending his L.P.C. at his new place of service. There was sufficient scope to allow the concerned workman to join at his new place of posting but I should say that due to their arbitrary decision not only the concerned workman was harassed for years together but also the management was deprived of getting the service of a permanent workman.

10. Accordingly I hold that the claim of the concerned workman stands on cogent footing and he is entitled to get relief according to his prayer.

In the result, the following Award is rendered :—

“The Union is justified in demanding from the management of Patherdih Colliery of M/s. BCCL resumption of services retrospectively w.e.f. 1978 of Shri Uma Pada Thakur, Explosive carrier. The concerned workman is entitled to get fifty percent back wages and other consequential relief from the date of making reference of his case by the

Ministry. However, his seniority in service will not be affected.”

The management is directed to implement the award within three months from the date of its publication in the Gazette of India in the light of the observation made above.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1803.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा०को०को०लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, धनबाद के पंचाट (संदर्भ संख्या 53/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल-20012/80/96-आई. आर.(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/97) of the Central Government Industrial Tribunal II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 4-6-2003.

[No. L-20012/80/96-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT:

Shri B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947.

REFERENCE NO. 53 OF 1997

PARTIES : Employers in relation to the management of Barora Coal Washery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : None.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 20th May, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/80/96-IR (Coal-I), dated, the 8th April, 1997.

SCHEDULE

"Whether the demand of the Union for the placement of Shri Sudhir Mohan Mahato, Assistant Foreman in Tech. & Supervisory Grade 'A' from the date he acquired Electrical Supervisory Licence is legal and justified? If so, to what relief is the concerned workman entitled?"

2. The case of the concerned workman according to W.S. submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman has been working in the Electrical Deptt. of Barora Coal Washery since long to the entire satisfaction of the management. They submitted that this workman since 5-12-92 is possessing Electrical Supervisory Licence of competency and for that reason he is legally entitled for his placement both on the surface and in the underground in Technical and Supervisory Grade-A from that date of possessing his licence in question as per direction issued by the Director D.G.M.S. in response to a query made to him by their Director (P & IR) Coal India.

4. They submitted that inspite of havng sufficient qualification and also inspite of submitting representation made by them for his placement in Tech. & Supervisory Grade- A as the management ignored to concede to appeal they were compelled to raise Industrial Dispute before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal.

5. Accordingly they submitted prayer to pass award directing the management to place the concerned workman in Tech. & Supervisory Grade- A from 5-12-92 with all other benefits.

6. Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W.S. submitted on behalf of the concerned workman.

7. They submitted that the concerned workman was working as Electrician in Cat. V. Admitting the fact of getting supervisory licence on 5-12-92 they submitted that the said licence is valid for wiring of below 650 volts and on A.C. installation upto 650 volts. He does not possess valid supervisorship licence for Mines/underground. They further submitted that the concerned workman has got his promotion in Tech. & Supervisory Grade from Cat. V. as per cadre scheme under N.C.W.A. with effect from 17-10-94 though his supervisory certificate is not valid for Mines.

They further submitted that cadre scheme does not prescribe for direct promotion from Cat. V. to Tech. & Supervisory Grade A even if he had valid supervisory licence for the Mines. They disclosed that promotion to higher grade is regulated by the approved cadre scheme formulated by JBCCI under which the concerned workman is required to fulfil conditions stipulated therein. They submitted that there is no provision in the aforesaid cadre scheme to promote any person directly to Tech. and Supervisory Grade-A by passing Grade C and D. Moreover, promotion to the post of Foreman or Foreman-incharge is subject to the availability of vacancy and recommendation of D.P.C. Accordingly, they submitted prayer to pass award rejecting the claim of the concerned workman.

8. The points to be decided in this reference are :—

SCHEDULE

"Whether the demand of the Union for the placement of Shri Sudhir Mohan Mahato, Assistant Foreman in Tech. & Supervisory Grade 'A' from the date he acquired Electrical Supervisory Licence is legal and justified? If so, to what relief is the concerned workman entitled?"

DECISION WITH REASONS

9. It transpires from the record that neither the sponsoring union examined any witness in order to substantiate the claim of the workman nor the management examined any witness on their behalf.

In view of the situation let me consider relying on the facts disclosed in the pleadings of both sides if the claim of the concerned workman stands on cogent footing and whether he is entitled to get any relief according to his prayer.

10. Considering the facts disclosed in the pleadings of both sides I find no dispute to hold that the concerned workman was electrician in Cat. V at Barora Coal Washery. It is the specific claim of the workman that on 5-12-92 he passed Electrical Supervisory licence of competency from D.G.M.S. and accordingly he is legally entitled to get his placement in Tech. & Supervisory Grade-A with effect from that date but the management illegally, arbitrarily and violating the principle of natural justice have refused to place him in the said grade. On the contrary from the submission of the management a different picture comes in. Admitting the fact of getting electrical supervisory licence on 5-12-92 they submitted that the said licence is valid for wiring of below 650 volts and on A.C. Installation upto 650 volts. He does not possess any valid supervisory licence for Mines/underground. they disclosed that the concerned workman was promoted to Tech. & Supervisory Gr. C as per cadre scheme under N.C.W.A. with effect from 17-10-94 though his supervisory certificate was not valid for Mines. It has been further submitted by them that promotion to the higher grade is regulated as per cadre scheme formulated by J.B.C.C.I.

subject to fulfilment of required conditions stipulated therein. They disclosed that as per the said cadre scheme is there no provision to promote any workman directly to Tech. & Supervisory Grade-A by passing Grade C and B. Moreover, promotion to the post of Foreman and Foreman incharge depends on the availability of vacancy and subject to recommendation of D.P.C.

11. Therefore, considering the facts disclosed by the management it transpires that the concerned workman had no valid licence for electrical supervisorship to claim the post in question. Accordingly, onus absolutely rests on the concerned workman to rebut the claim of the management. It is seen that the concerned workman inspite of getting sufficient opportunity has failed to produce his licence of electrical supervisorship issued by D.G.M.S. in the matter of considering his promotion to supervisory Grade.

12. There is no dispute to hold that promotion in supervisory Grade is considered as per guideline circulated by J.B.C.C.I. In the Coal Industry it has almost its statutory force and accordingly all promotional matters are controlled and guided by the said circular. It is the specific contention of the management that as per the cadre scheme there is no provision to promote any workman to Grade-A by-passing Grade C and B. It has been specifically mentioned by the management that the concerned workman got his promotion in Tech. & Supervisory Grade C with effect from 7-10-94 though he had no supervisory certificate valid for the Mines. This fact the concerned workman suppressed in his pleadings. However, onus was on the concerned workman to establish that by-passing the cadre scheme formulated as per J.B.C.C.I. circular he was very much entitled to get his promotion in Tech. and Supervisory Grade A avoiding Grade C and B.

13. After careful consideration of all the facts and circumstances I hold that as J.B.C.C.I. has formulated guideline in the matter of promotion in Supervisory Grade and almost as it has its statutory force, promotion to Grade-A by passing Grade C & B will be considered illegal and invalid as it will not only vitiate the promotional policy as per cadre scheme but also the other workmen who are in Grade C and B will be deprived of getting their legitimate claim of promotion.

Accordingly I hold that the claim of the concerned workman is not at all substantiable in the eye of law and for which he is not entitled to get any benefit.

In the result, the following Award is rendered :—

"The demand of the Union for the placement of Shri Sudhir Mohan Mahato, Assistant Foreman in Tech. & Supervisory Grade 'A' from the date he acquired Electrical Supervisory Licence is not legal and justified? Consequently, the concerned workman is not entitled to get any relief?"

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 126/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-03 को प्राप्त हुआ था।

[सं. एल-20012/240/97-आई.आर.(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1804.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 126/98) of the Central Government Industrial Tribunal II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 4-6-03.

[No. L-20012/240/97-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 126 of 1998

PARTIES : Employers in relation to the management of Govindpur Colliery M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman	: None
On behalf of the employers	: Shri B. M. Prasad, Advocate.

State : Jharkhand	Industry : Coal
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Dated Dhanbad, the 21st May, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/240/97-I.R. (Coal-I), dated, the 22nd April, 1998.

SCHEDULE

"Whether the action of the management of BCCL in not allowing the duty of Sh. Sushil Roy Miner/ Loader w.e.f. 24-11-92 and also denying payment for idle period is proper and justified? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman according to W.S. submitted by the sponsoring union on his behalf in brief is as follows:—

The sponsoring union submitted that the concerned workman as a Miner/loader was working in the permanent post at Govindpur Colliery since about 12 years. They submitted that the concerned workman due to unavoidable circumstances beyond control could not perform his duty from 8-7-91 to 16-11-92. Thereafter, when he intended to join his duty and submitted application to that effect the management instead of allowing him to resume his duty issued chargesheet to him bearing GC/CS/92/1544 dt. 16-11-92 and asked him to submit explanation. Accordingly, he submitted his explanation wherein he disclosed under which compelling circumstances he could not perform his duty for the period in question. They alleged that the management without accepting the explanation stopped the concerned workman from his duty as he was a piece rated worker with effect from 24-11-92. Accordingly they raised an industrial dispute before the ALC(C), Dhanbad II for conciliation but as there was heavy pressure of work RLC(C), Dhanbad transferred the dispute to ALC(C) Ranchi for taking up conciliation proceeding which ultimately resulted reference to this Tribunal for adjudication.

3. The sponsoring union accordingly, on behalf of the concerned workman submitted prayer to pass award directing the management for his reinstatement with all back wages.

4. Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W.S. submitted on behalf of the concerned workman. They submitted that the concerned workman developed the habit of absenting himself from duty without permission and information and also without any satisfactory cause since 1988. He worked only for 204 days in the year 1988, 120 days in the year 1989 and 99 days only in the year 1990, and thereafter, with effect from 8-7-91 he started absenting from duties continuously without giving any information or showing any satisfactory cause. His unauthorised absence for a long period constituted a serious misconduct and accordingly he was issued a chargesheet dt. 16-11-92 calling explanation from him for committing the misconduct of unauthorised absence continuously for more than 10 days without permission or information and without satisfactory cause. The concerned workman submitted his reply to the aforesaid chargesheet confessing his guilt and setting out some defence which were not considered to be justifiable

by the disciplinary authority. Accordingly the disciplinary authority decided to hold departmental enquiry against the concerned workman and appointed enquiry officer to that effect. The said enquiry officer took up the enquiry proceeding against the concerned workman ex parte as he did not turn up inspite of service of several notices. After completion of enquiry the said enquiry officer submitted his report holding the concerned workman guilty and relying on the said report and also considering all facts and circumstances the disciplinary authority dismissed him from service with effect from 26-6-97. They submitted that the management neither committed any illegality nor took any arbitrary decision in dismissing the concerned workman from his service on the ground of committing serious misconduct for his long absentism.

5. the points to be decided in this reference are:—

"Whether the action of the management of BCCL in not allowing the duty of Sh. Sushil Roy Miner/ Loader w.e.f. 24-11-92 and also denying payment for idle period is proper and justified? If not, to what relief is the concerned workman entitled?"

FINDING WITH REASONS

It transpires from the record that after filing of W.S. the sponsoring union has stopped taking any step in the instant case. The concerned workman also did not appear to proceed with the hearing of the case. It is seen that inspite of issuance of repeated notices no fruitful result was yielded for causing appearance of the sponsoring union/workman.

It is seen from the record that the sponsoring union raised the dispute in question over dismissal of the concerned workman from the service by the management. They alleged that the management illegally, arbitrarily and violating the principle of natural justice dismissed the concerned workman from his service. The sponsoring union in the W.S. submitted that due to unavoidable circumstances the concerned workman remained himself absent from duty with effect from 8-7-91 to 16-11-92. Thereafter he came to the place of his work with a view to resume his duties and submitted application to that effect but the management without accepting his application issued chargesheet to him. They submitted that against that chargesheet the workman submitted his reply but the management without accepting that reply started enquiry proceeding against him. They alleged that the enquiry officer conducted the said enquiry proceeding ex parte and submitted his report. Relying on the said report the management dismissed him from his service. Management in the pleadings submitted on their behalf admitting this fact of dismissal of the concerned workman from his service submitted that as the concerned workman committed serious misconduct due to long absentism a chargesheet was issued to him. The concerned workman submitted his reply but as his reply was not satisfactory under direction

of the Disciplinary authority enquiry proceedings was started against him. During enquiry proceeding the enquiry officer issued several notices to the concerned workman for causing his appearance but he did not turn up. Accordingly the enquiry officer held the enquiry ex parte and submitting his report holding the concerned workman guilty and he was dismissed from his service in the year 1997 after conciliation proceeding which was pending before ALC(C) Ranchi was over.

7. Considering the submission of both sides I find no dispute to hold that the concerned workman remained himself absent from duty for a long period i.e. from 8-7-91 to 16-11-92. It has been submitted on the part of the workman that due to unavoidable circumstances he could not attend to his duty. No material is forthcoming to show that the concerned workman intimated the management about the reason of his absence. Clause 26.1.1 of the certified Standing Order speaks clearly that "Habitual late attendance or wilful or habitual absence from duty without sufficient cause" is a misconduct. As no intimation was given to the management about the reason of his absence there is no scope to say that the management committed any illegal act in issuing chargesheet to him for committing misconduct. It is further seen that the concerned workman did not also appear in course of enquiry proceeding and for which it was held ex parte and thereafter he so submitted his report holding the concerned workman guilty.

8. It is seen that for the misconduct committed by the concerned workman on the ground of absentism the management had to issue chargesheet which ultimately resulted his dismissal from service. Considering the facts and circumstances there is sufficient scope to say that initial onus was on the part of the concerned workman to establish that his long absence from duty without prior intimation to the management was just and proper and management illegally issued chargesheet to him.

9. The record shows that inspite of giving ample opportunity neither the sponsoring union nor the workman took any step to establish their claim in course of hearing. As initial onus was on the workman to establish his claim and also as he lamentably failed to establish the same management also declined to adjuce any evidence on their part. The attitude of the concerned workman/sponsoring union if looked into will expose clearly that they were not at all interested to proceed with the hearing of this case for the reason best known to them. In view of the facts and circumstances stated above I also find no scope to pass any award supporting the claim of the concerned workman particularly when no material is forthcoming before this Tribunal.

10. Facts disclosed in the pleading cannot be treated as material evidence until and unless the same is corroborated by cogent evidence. Accordingly relying on the facts disclosed in the pleadings there is no scope to

arrive into any reasonable conclusion that the management illegally, arbitrarily and violating the principle of natural justice dismissed the concerned workman from his service.

In view of the facts and circumstances discussed above I find no other way but to issue 'No dispute' Award presuming non-existence of any dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण II, धनबाद के पंचाट (संदर्भ संख्या 125/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल- 20012/236/97-आई.आर.(सी-1)]

एस.एस. गुप्ता, अवार सचिव

New Delhi, the 5th June, 2003

S.O. 1805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (I4 of 1947), the Central Government hereby publishes the award (Ref. No. 125/98) of the Central Government Industrial Tribunal-cum-Labour Court, II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 4-6-2003.

[No.L-20012/236/97-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 125 OF 1998

PARTIES: Employers in relation to the management of Kathara Colliery of M/s. C.C.L. and their workman.

APPEARANCES:

On behalf of the workman : Shri D. Mukherjee,
Advocate.

On behalf of the employers : Shri D.K. Verma,
Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 20th May, 2003.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/236/97-IR(C-I), dated, the 22nd April, 1998.

SCHEDULE

"Whether the action of the management of Kathara Colliery of CCL, P.O. Kathara, Dist. Bokaro in not getting the age of Shri R. Sunder Raj assessed by the Age Agreement Committee as per I.I. No. 76 of JBCCI is justified? If not, what relief is the workman entitled?"

2. The case of the concerned workman according to the W. S. submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman was originally appointed as permanent Telephone boy at Kathara Colliery with effect from 14-12-62 in Cat. I and subsequently he was promoted to Electrician Cat. VI. They submitted that at the time of appointment the age of the concerned workman was not recorded in the Statutory register in his presence though in support of his age he submitted School leaving certificate wherein his date of birth was recorded as 15-1-44. They disclosed that the management was legally bound to accept the said date of birth as recorded in the School leaving certificate. They disclosed that the management in the year 1987 issued service excerpt in duplicate to the concerned workman wherein his date of birth was wrongly recorded as 7-9-39. The concerned workman returned one of the copy of the service excerpt raising his objection and making a note to the effect that his date of birth was 15-1-1944, and accordingly requested the management to accept the said date of birth. They submitted that as per settled practice and law the management was legally bound either to accept the date of birth as stated by the concerned workman or refer to him to the medical board for determination of his age as per medical jurisprudence by way of ossification test. Inspite of submitting representation for rectification of his age the management neither recorded his date of birth as 15-1-1944 in the statutory register nor arranged for sending him to the medical board for his ossification test in connection with determination of his age. As a result, finding no other way the concerned workman raised an industrial dispute before the ALC(C) Hazaribagh for conciliation which ultimately resulted reference to this reference for adjudication. The concerned workman accordingly submitted his prayer to pass award directing the management either to accept his date of birth as 15-1-1944 or to determine his age as per medical jurisprudence.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the W.S. submitted on behalf of the concerned workman. They disclosed that

the concerned workman joined his service on 14-2-1962. At that time he did not produce any document in proof of his age. As per the then existing procedure of M/s. N.C.D.C. he was required to appear before the Medical Officer of the colliery where he was posted for determination of his physical fitness as well as for assessment of his age. The concerned workman appeared before the Medical Officer of the colliery on 7-9-62 and his age was assessed as 23 years on that date. Accordingly his date of birth was computed as 7-9-39, and the same was entered in the service sheet as well as in the Form B Register. They submitted that a New Form B Register was prepared in the year 1980 after the amendments of the Mines Rules and all particulars required to be filled up in the said Form 'B' Register were taken from the Form of old Form B Register as well as from other records and the concerned workman was advised to give his confirmation relating to all the relevant facts and in proof of acceptance of correctness of entries made in the new sheets of Form B entries. He also put his signature in English. Thus from the year 1962 till the year 1980, the concerned workman continued in accepting his date of birth as 7-9-1939. They submitted that at the fag end of his retirement the concerned workman raised the present industrial dispute with a malafide intention for getting extension of his service for a period of 5 years with help of fabricated document purported to be the school leaving certificate and he demanded correction of his age by sending him to the Apex Medical Board for assessment of his age. He referred circular No. 76 of JBCCI relating to review of age in case of any dispute by sending a workman to the Apex Medical Board for assessment of his age. It is submitted that as the age recorded in the different records of the company tally with each other having no inconsistency the question of referring the concerned workman to the Apex Medical Board for assessment of his age did not and cannot arise. They further submitted that raising any demand for correction of age entered in the Company record at belated stage specially at the fag end of his retirement is not entertainable and the workman cannot be given the scope of making out such case at the fag end of retirement to exploit Public Sector Undertaking with malafide intention to earn huge amount taking a chance in the spirit of gambling in litigation. They submitted that the concerned workman was superannuated from his service on the basis of date of birth recorded in the company's records and for which his demand which he made through his sponsoring union cannot be entertained. They further submitted that his demand obviously is absurd and not in accordance with the provision of law. Accordingly they submitted their prayer to pass award rejecting the claim of the concerned workman.

4. The points to be decided in this reference are :—

"Whether the action of the management of Kathara Colliery of CCL, P.O. Kathara, Distt. Bokaro in not getting the age of Shri R. Sunder Raj assessed by the Age Agreement Committee as per I.I. No. 76 of JBCCI is justified ? If not, to what relief is the workman entitled?"

(676-21/63-3)

FINDINGS WITH REASONS

5. It transpires from the record that the sponsoring Union has examined the concerned workman as WW-1 in order to substantiate the claim in question. On the contrary the management also examined one witness as MW-1 in order to establish their claim. In course of evidence of the concerned workman School leaving certificate was marked as Ext. W-1 while copy of the service excerpt was marked as Ext. W-2. Representation submitted by the concerned workman dated 11-9-1995 for consideration of his prayer was marked as Ext. W-3. While during evidence of the management service sheet, medical report and Form B Register were marked as Ext. M-1, M-2, M-3 respectively. Considering the evidence of both sides I find no dispute to hold that the concerned workman entered in the service under the management on 14-12-62 in Cat. I. It is the contention of the concerned workman that at the time of his appointment as Telephone boy he submitted his school leaving certificate for recording his date of birth. He submitted that the management without recording his date of birth as 15-1-44 recorded in the School leaving certificate recorded his date of birth as 7-9-39 on the basis of so called medical report. In the 1987 when the management issued the service excerpt to him where from he came to know that his date of birth was recorded as 7-9-39 and not 15-1-1944 and accordingly he submitted representation to the management for rectification of his age according to the date of birth recorded in the School leaving certificate. He also submitted prayer to send him to Apex Medical Board for verification of his age if that date of birth which is recorded in the school leaving certificate was not accepted by the management, but the management did not give any importance to his representation. Accordingly he submitted representation further through his sponsoring union but that too was unattended by the management and for which he raised an industrial dispute before the ALC(C) Hazaribagh in the year 1995 for conciliation. On the contrary from the submission of the management I find a different picture. The management submitted that at the time of his entry in the service as the concerned workman could not produce any valid document in support of his date of birth the then owner M/s. N.C.D.C. asked the concerned workman to appear before the Medical Officer of the colliery where he was posted for determination of his physical fitness as well as for assessment of his age. The concerned workman appeared before the Medical Officer of the colliery on 7-9-1962 and his age was assessed as 23 years on that date and accordingly in the service record as well as in the Form B Register his date of birth was recorded as 7-9-1939. They submitted that the Form B Register is a statutory register wherein his date of birth was recorded as 7-9-1939. In other relevant documents and also in the service sheet his date of birth was recorded as 7-9-1939 and they further submitted that after amendments of the Mines Rules new Form B Register was prepared in 1980 wherein his date of birth also was recorded as 7-9-1939 and the concerned workman knowing fully well about his date of birth signed the said register in English acknowledging correctness of the entries therein. Therefore, there is no scope to say that the date of birth of the concerned workman was recorded in the Form B Register without the knowledge of the

concerned workman. On the contrary the concerned workman during his evidence categorically submitted that he signed the service sheet and Form B while the same remained blank and for which he could not raise objection. The Form B register was prepared during the year 1980 and it is seen that the concerned workman signed the said Form B Register as well as the service sheet. The concerned workman in course of his evidence has failed to substantiate that the service sheet or the Form B Register remained blank while he signed the same. Further it is admitted fact that in the year 1987 service excerpt was given to the concerned workman by the management in duplicate with the intention to make submission of the workmen relating to any entry therein. It is the contention of the concerned workman that as soon as he found that his date of birth in the service excerpt was recorded as 7-9-1939 he raised his objection in writing and returned back the same to the management with the expectation for correction of his date of birth either as per his school leaving certificate or through ossification test by the Apex Medical Board. The allegation on the part of the concerned workman is that inspite of raising objection in writing in the service excerpt the management did not give any importance to it. He submitted that thereafter he personally submitted representation to the management and also through his sponsoring union for rectification of his date of birth but the management did not take any step in this regard. On the contrary from the submission of the management it transpires that the concerned workman with a view to exploit the management raised this dispute at the fag end of his service career knowing fully well of the fact that his age was properly assessed by the Medical Officer after joining his service which was duly recorded in the service sheet and the Form B Register. The submission of the management relating to raising dispute by the concerned workman at the fag end of his service career appears to be an exaggerated story because of the fact that the concerned workman got his superannuation in the year 1999 while he raised the dispute during the year 1987 when he in writing raised objection in the service excerpt relating to the date of birth recorded therein. It is not the claim of the management that the concerned workman did not return back the service excerpt duly signed by him. In course of hearing the management had got ample scope to produce the said service excerpt which the concerned workman handed over to them in order to rebut the claim of the concerned workman but with utter surprise it has come to my notice that the management inspite of getting ample opportunities have failed to produce the said service excerpt for perusal of the Tribunal in order to ascertain the truth. There is reason to believe that for the reason best known to the management. The said service excerpt was not produced in course of hearing.

6. Considering the contention of the management it transpires that the date of birth of the concerned workman as 7-9-39 was assessed by the Medical Officer as the concerned workman failed to produce any valid document in support of his claim relating to his date of birth. On the contrary from the submission of the concerned workman I find quite a different picture. He categorically submitted that the time of his entry in his service he produced the school leaving certificate wherein his date of birth was

recorded as 15-1-44. The school leaving certificate during evidence was marked as Ext. W- 1. It was issued by the Head Master, Distt. Board Elex. School Perumuchi on 9-9-59 i.e. long before getting his service under the management. This certificate is more than 30 years old and as such its validity, *prima facie* cannot be questioned in absence of other cogent document. On the contrary learned Advocate for the concerned workman relying on the decisions reported in S.C.C. cases L & S 1982 page 200, LLN (1) 1988 (Bombay) page 264, PLJR Vol. 2, 2000 page 556, 1983 SSCL & S page 210, 2002 AIR SCC 456 submitted that school leaving certificate shall be considered as valid document in relation to the proof of date of birth of a person. In the decision reported in SCC (L & S) 1982 page 2000 Their Lordship of the Hon'ble Apex Court submitted that entry in the school register and admission form maintained in the course of regular official duty has to be considered as reliable under Section 35 of the Evidence Act. In the decision reported in LN (I) 1988 Bombay page 264 his Lordship observed that school leaving certificate has a better evidentiary value to prove correct date of birth of a person. In the decision reported in PLJR Vol. II 2000 page 556 His Lordship observed that the date of birth recorded in the School leaving certificate can be considered as cogent document. Considering the decisions referred to above it transpires clearly that school leaving certificate was be taken into consideration as an authentic document in support of date of birth of a person if any cogent document rebutting the date of birth recorded therein does not come in. The specific contention of the concerned workman is that at the time of his appointment he submitted this school leaving certificate to the management with a view to record this date of birth as 15-1-44 but the management ignored it. On the contrary from the submission of the management it transpires as the concerned workman failed to submit any cogent paper in support of his date of birth he was sent to colliery medical officer by M/s. N.C.D.C. for assessment of his age as well as of his physical fitness. They submitted that the concerned workman was examined by the Medical Officer of the colliery on 7-9-62 and the said Medical Officer assessed his age as 23 years on that date and accordingly his date of birth was recorded as 7-9-39 not only in the service sheet but also for the in the Form B. Register. The said medical report during evidence of MW-1 was marked as Ext. M-2. From this report it transpires that "his age according to his own statement 23 years and by appearance 23 years". This very report speaks clearly that the said Medicl Officer did not do anything following medical Jurisprudence in the matter of assessment of his age. Just on the basis of the appearance of the concerned workman and also as per his statement he recorded his age in the report as 23 years. I have failed to understand how a Medical Officer assessed the age of the concerned workman as 23 years only relying on his appearance and without holding any medical test. It is also curious to note that the management accepting that report recorded the date of birth of the concerned workman as 7-9-39. This report I should say is a frivolous one and cannot be accepted at all as the Medical Officer without following the dictum of the Medical jurisprudence submitted his report without assessing the age of the concerned workman. JBCCI

Circular No. 76 was not in vogue when the concerned workman entered into the service. However, the concerned workman raised the dispute relating to the age recorded in the service excerpt during the year 1987 while it was handed over to him. In clause (A) (ii) of JBCCI Circular it has been clearly mentioned that in case of appointees who have pursued studies in recognised educational institution the date of birth recorded in the School leaving certificate shall be treated as correct date of birth and the same will not be altered under any circumstances. It is the specific claim of the concerned workman that at the time of his appointment he submitted his school leaving certificate to the management for noting his date of birth. The said school certificate was issued during 1959 long before his joining to his service. He submitted that the management inspite of its production ignored the same. It is seen that the management relying on the mere opinion of a Medical Officer recorded his date of birth in the Form B Register. That opinion of medical officer cannot be cnsidered as a cogent evidence to record the date of birth as 7-9-39 ignoring the date of birth recorded in the School leaving certificate. It is the contention of the management that upto 1980 the concerned workman did not raise any objection relating to his date of birth. They submitted that the concerned workman knowing fully well of the date of birth recorded in the service sheet and the Form B Registered signed the same and for which he has been estopped from placing his claim further. It is true that signatures of the concerned workmen are appearing in the service sheet as well as in the Form B Register. It is fact that the concerned workman at the time of giving his signature did not raise any objection but for that reason there is no scope to deny the authentic document which the concerned workman produced before the management after receipt of the service excerpt with a prayer for modification of his date of birth as per his school leaving certificate. In the circumstances there is no scope to say that the concerned workman was estopped to raise any further dispute. As the opinion of the medical officer cannot be considered as authentic one there is no scope to say that as gospel truth the date of birth recorded in the Form B Register as well as in the service sheet shall be accepted ignoring the authentic document produced by the concerned workman. Even there was sufficient scope on the part of the management to send the concerned workman before the Apex Medical Board for assessment of his age afresh after 1987 when he had long years of service to pass but the management did not do so without assigning any reason. Accordingly after careful consideration of all the facts and circumstances I should say that the management acted illegally and arbitrarily not only but also violated the principles of natural justice in ignoring the claim of the concerned workman either to accept his date of birth as per School leaving certificate or to assess his date of birth by the Apex Medical Board. It is seen that the management committed serious fault in recording the date of birth of the concerned workman as 7-9-39 relying on just mere opinion of the Medical Officer. Therefore, the date of birth recorded in the Form B Register as well as in the service sheet cannot be considered as authentic date of birth of the concerned workman. After careful consideration of all the facts and

circumstances I find sufficient reason to hold that the claim of the concerned workman stands on substantial footing. The management had the scope if they would disbelieve the date of birth recorded in the School leaving certificate to send him to the Apex Medical Board but without doing so they superannuated the concerned workman from his service in the year 1999 just relying on the opinion of the Medical Officer. I therefore hold that the concerned workman has been able to substantiate his claim beyond all reasonable certainty for which he is entitled to get relief according to his prayer.

7. Though School leaving certificate has to be considered as authentic document in view of my discussion above as the concerned workman has submitted alternative prayer and as medical test following medical jurisprudence appears to be more accurate I consider that necessary direction may be given to the management for verification of the age of the concerned workman strictly complying with the direction given in clause (e) of JBCCI Circular No. 76. In the result, the following Award is rendered :—

“The action of the management of Kathara Colliery of CCL, P.O. Kathara, Distt. Bokaro, in not getting the age of Sh. R. Sunder Raj assessed by the Age Agreement Committee as per I.I. No. 76 of JBCCI is not justified. Consequently, the management is directed to get his age assessed by the Apex Medical Board. inview of observations made in para 7 of his judgement.

The management is directed to implement the Award within three months from the date of its publication in the Gazette of India, in the light of the observation made above.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवर इंडिया लिं. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, मुम्बई के पंचाट (संदर्भ संखा 12/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल- 11012/18/97-आई.आर.(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S. O. 1806.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/1998) of the Central Government Industrial Tribunal I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 4-6-2003

[No. L-11012/18/97-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I MUMBAI

PRESENT:

SHRI JUSTICE S. C. PANDEY,
Presiding Officer

REFERENCE NO. CGIT-12/1998

PARTIES: Employers in relation to the management of
M/s. Air India Ltd.
And
Their Workmen

APPEARANCES:

For the Management	: Mr. Lancy D'souza
For the Workman	: Mr. Jaiprakash Sawant, Adv.
State:	: Maharashtra

Mumbai dated, the 13th day of May, 2003.

AWARD

1. This is a reference made by the Central Government under clause (d) of Sub Section 1 of Section 10 of Industrial Disputes Act 1947 (the Act for short) read with Sub Section 2 A thereof. The terms of the reference are as follows :—

“Whether the action of the management of M/s. Air India Ltd. in dismissing the services of Mr. R. S. Jayawant, an ex-traffic Supervisor w.e.f. 26-3-1994 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. It is not in dispute that Mr. R. S. Jayawant (the workman for short) was employed as a traffic supervisor with the Air India Ltd. (the company for short). His services were terminated on passing of the order of dismissal dated 23-6-1994 allegedly by Mr. S. Halliday, the Senior Station Manager, Commercial Department of the company. The order of dismissal was by way of punishment after holding an enquiry against the workman. The workman was found to have committed the misconduct covered by 14(3)(h) 14(3)(g) and 14(3)(b) of the Model Standing Order as per report of Enquiry Committee. It is also not in dispute that date of his superannuation is 26-6-1994 if his dismissal order is treated as bad in law.

3. For disposal of this case, it is not necessary to go into the facts of this case. This tribunal has permitted the workman to amend the Statement of claim by paragraph 11, 12 and 13 to the Statement of claim. In brief, it has been stated in these paragraphs that Reference No. NTB-1/1990 was pending on the date the order of dismissal was passed. The aforesaid reference was between the company and its workman. It was owing to pendency of the NTB No. 1 of 1990 it was incumbent upon the company to seek either permission or approval of this tribunal. This was not done and consequently, the order dated 23-6-1994 is bad in law.

4. The plea in the consequential amendment made by the company is that the allegations made in paragraph 11, 12 and 13 of the statement were not raised before the Conciliation Officer. The workman could not enlarge the scope of reference. The plea was barred by principles analogus to constructive resjudicata. The workman gave

up this plea when he made an earlier amendment. The workman should have filed a complaint under Section 33-A of the Act. There is no substantial pleadings before this tribunal for holding in what manner the workman was concerned with reference. It was pleaded that there may be only technical breach of Section 33 of the Act if any.

5. The following additional issues were framed by this tribunal.

(i) Whether in view of the allegations made in the amended statement of claim that the Air India Ltd. had not followed the mandatory procedure of taking approval of the order of dismissal in view of pending of Reference No. NTB-1 of 1990 and award can be passed straight away in favour of the workman?

6. Having heard the counsel for the parties, this tribunal is of the opinion that the allegations made in amended statement of claim in paragraphs 11, 12, and 13 entitle him to get award in his favour straight away.

7. Firstly, there is no merit in the contention that pendency of Reference NTB No. 1 of 1990 did not attract Section 33(2)(b) of the Act. The matter has been concluded by the decision of the Division Bench of Bombay High Court in the case of Air India Ltd. VS. Anil Joshi 2002 III LLJ 665 at page 671 paragraph 12. Their Lordships of Division Bench Bombay High Court referring to Dispute No. 7 and 8 as terms of reference of NTB No. 1/1990 concluded that learned single Judge rightly held that these two terms concern or touch the workmen of Air India Ltd. In view of this authoritative decision, it is no longer open to contend that the terms of reference in NTB No. 1/1990 do not relate to the workman of the company. This tribunal points out that it is not in dispute that workman was punished by way of dismissal. Therefore, there can hardly be any dispute regarding applicability of Section 33(2)(b) Act.

8. The next contention raised on behalf of the company is that this point was not raised before the Conciliation Officer and consequently, it cannot be raised here. It is also argued that by deciding this point this tribunal is enlarging its jurisdiction.

9. None of the points raised on behalf of the company, bear scrutiny. Firstly, question of raising a legal point before the Conciliation does not arise. In an Industrial dispute, the role of Conciliation Officer is not of an adjudicator. In fact the terms of reference themselves call upon this tribunal to adjudicate upon the question whether the order of the dismissal of the workman was legal and justified. The workman is entitled to raise all the points for showing that it is illegal. The question raised by the workman goes to root of the validity of the order dated 26-3-1994. The workman cannot be deprived of his right to do so merely because the question is out and out legal or, in other words, it is technical.

10. The workman has relied upon decision of Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. VS. Shri Ramgopal

Sharma 2002 I CLR 789. In the opinion, of this tribunal, this seminal decision of the Constitution Bench of the Supreme Court, has cleared the past controversy in no uncertain terms. It was held that it is mandatory to obtain approval of the order of termination of service under Section 33 (2)(b) of the Act, in a situation in which, in terms apply to the facts of case. An employer who does not make an application or withdraws the one made, cannot be rewarded by relieving him of the obligation created by the statute to make such an application. It has also been held in that case the order of dismissal remains inchoate or incomplete till Section 33(2)(b) of the Act has been with complied with and approval obtained. It has been held that during the pendency of application of Section 33(2)(b) of the Act the de jure relationship of the employer and employee remains intact. Only on approval of the application under Section 33(2)(b) of the Act, the legal tie is snapped and the order of termination, dismissal or discharge by way punishment becomes operative from the date it was passed. It has been held that Section 33(2)(b) of the Act is mandatory and filing of an application under that section is part of the same transaction where by the workman is punished. It is obvious that an employer who did not complete the part of transaction which is mandatory, cannot rely an order which does not exist in the eye of law for any purpose. The company cannot rely on order of dismissal dated 23-6-1994 to say that workman stood legally dismissed by that order. There is no merit in the contention that workman is required to file an application under Section 33-A of the Act for the reason given in decision cited above. It holds conclusively that it is not necessary to set aside the order of dismissal where approval has not been granted under Section 33(2)(b) of the Act. The order does not exist, and therefore, the question of filing an application under Section 33-A of Act to get it set aside did not arise. The case of the company cannot be put an higher pedestal because it did not file an application under Section 33(2)(b) of the Act. It cannot be rewarded for not doing so. This tribunal does not consider it necessary to deal with the following case separately cited by the counsel for the company Shri Lancy D'Souza.

- (i) Digwadih Colliery VS. Ramji Singh, reported in 1974 II LLJ 143-S.C.
- (ii) Punjab National Bank VS. Their workmen, reported in 1959 II LLJ 666-S.C.
- (iii) Equitable Coal Limited VS. Algu Singh & Anr. reported in 1958 I L.L.J 793-S.C.
- (iv) Rodrick VS. Karan Chand Thapar & Bros., reported in 1963 I.L.L.J. 249-S.C.

They are wholly inapplicable in view of the decision of Supreme Court in Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. VS. Shri. Ramgopal Sharma (supra). The result that it is held that workman cannot be deemed be dismissed by order dated 26-9-1994. He continued in service.

11. The result of the aforesaid discussion is that the reference made to this tribunal is answered by saying that the order dated 23-6-1994 dismissing the workman from service as Traffic Supervisor of the company was illegal for non-compliance of Section 33(2)(b) of the Act. He shall be deemed to have continued in service till he reached the age of superannuation, i.e. 30-6-1994. The consequence would be that he shall be entitled to all the benefits to which a person in a similar situation like him enjoyed including pay allowance, and other benefits before retirement and thereafter.

S.C. PANDEY, Presiding Officer

नई दिल्ली, 5 जून, 2003

का. आ. 1807.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवर इंडिया लिं. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, मुम्बई के पंचाट (संदर्भ संख्या 3/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल- 11012/21/98-आई.आर.(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S.O. 1807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/99) of the Central Government Industrial Tribunal I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 4-6-2003.

[No. L-11012/21/98-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I MUMBAI
PRESENT:

SHRI JUSTICE S.C. PANDEY,
Presiding Officer

REFERENCE NO. CGIT-03/1999

PARTIES : Employers in relation to the management of Air India
AND
Their Workmen

APPEARANCES :

For the Management : Shri Abhay Kulkarni, Adv.
For the Workman : Shri Uttam Parmar, Adv.
State : Maharashtra

Mumbai dated, the 18th day of March, 2002

AWARD PART—I

1. The Central Government has referred the following question to be answered by this Tribunal in

exercise of its powers under clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short).

“Whether the action of the management of M/s. Air India Ltd., in dismissing the services of Mr. T.P. Gaikwad, an Ex-Bus Driver w.e.f. 26-5-1995 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The facts of this case are as follows :

The workman Shri T.P. Gaikwad was employed as a Driver with Air India Ltd. It was alleged against him that he was driving the Bus No. MMP-1227; which he dashed against another vehicle No. MAR 3639 from behind and caused damage to that vehicle. It was further alleged that when the workman was questioned, he replied that accident occurred on account of the fact that the brakes of the vehicle were defective. The management of the Company found that the brakes of the vehicle were not damaged and they were in order. The management charged the workman that he did not take care to make a report of the accident to the concerned Police Station. It was also found that his licence had expired on 24-6-1994 and he had not renewed it. According to the management of the company he was not driving the vehicle on a valid licence. Accordingly, the workman was charge sheeted for misconduct under clause 14(3)(g)(h)(i) of Model Standing Orders (Central).

The following charges were mentioned in the charge sheet :

- (i) Breach of law applicable to establishment ;
- (ii) Act subversive of discipline;
- (iii) Neglect of work.

The workman was charge sheeted and he was called upon to submit his reply to the charge sheet. The workman replied to the charge sheet dt. 10th November, 1994 on 21-11-1994. In the reply the workman stated that the event that took place was a pure accident in early morning hours. He further stated that he was prepared to pay for the damage caused to the vehicle and stated that the same may be deducted from his monthly salary. He also offered an apology and requested that his case may be considered leniently. Thereafter, An Enquiry Committee was formed against him. During the course of enquiry the workman was allowed to be represented by Shri. B.S. Gotla. On 13-1-1995 in presence of Shri B.S. Gotla the workman admitted the charges levelled against him. The Enquiry Committee put a further question to him that whether he is admitting the charges on his free will and without coercion; he stated that it was correct that nobody had forced him to make admission of charges and he did so unconditionally. Thereafter, the enquiry committee found him guilty of charges and the workman was dismissed from service after usual show cause notice by order dt. 26-5-1995 by Deputy Ground Service Manager.

3. The workman raised an industrial dispute. On failure of reconciliation the Central Government has referred this dispute to this Tribunal.

4. In his statement of claim the workman has stated that he had admitted the charges against him because the members of the Enquiry Committee had promised that he

will be dealt with leniently and filed an affidavit in support of his claim.

5. The management of the Company in its written statement denied the allegation that the workman was promised anything for admitting his guilt. The workman had filed his affidavit in lieu of examination-in-chief. He was cross-examined by the management and thereafter the management expressed that it did not want to lead any evidence on the question of preliminary issues regarding the enquiry.

6. Having heard the counsel for the parties on the question whether there were any defect in the enquiry, this Tribunal is of the opinion that the workman was not able to establish that he was promised a minor punishment by the members of the Enquiry Committee. Firstly, it is clear from the record of the enquiry papers that even before the enquiry commenced he had already given an explanation to the charge-sheet by saying that it was a case of accident and he was ready to pay the cost of damages to the vehicle against which the bus dashed. At the stage when the workman gave his explanation the enquiry committee was not constituted. The enquiry committee was constituted on 1st December, 1994; whereas his reply was given on 21-11-1994. It appears that from the very beginning the workman had made up his mind to accept his guilt in the hope that he shall be treated leniently.

7. For the aforesaid reason this tribunal does not find any defect in the enquiry resulting in conclusion that the workman was guilty on the charges framed against him.

8. Accordingly this Tribunal finds that there is no defect in the enquiry proceedings against the workman. Accordingly this tribunal passes this first part of the Award.

9. However, the counsel for the workman sought to argue that the workman should not have been dismissed even if the charges were held to be proved against him and this tribunal is not powerless to review the punishment meted out to a workman under Section 11-A of Industrial Disputes Act. Thereupon, the counsel for the management stated that he wanted to lead evidence on the question of punishment. In view of this matter, the management is given an opportunity to lead evidence on the question of quantum of punishment for justifying the legality of punishment.

S.C. PANDEY, Presiding Officer

नई दिल्ली, 5 जून, 2003

का.आ.1808.—ऑप्पोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑप्पोगिक विवाद में केन्द्रीय सरकार औप्पोगिक अधिकरण II, धनबाद के पंचाट (संदर्भ संख्या 218/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2003 को प्राप्त हुआ था।

[सं. एल- 20012/553/97-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 5th June, 2003

S. O. 1808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 218/98) of the Central Government Industrial Tribunal II, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 4-6-2003.

[No. L-20012/553/97-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
PRESENT :

SHRI B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 218 OF 1998

PARTIES: Employers in relation to the management of Digwadih Colliery of M/s. TISCO and their workman.

APPEARANCES:

On behalf of the workman	: Shri K. Chakravorty, Advocate.
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On behalf of the employers	: Shri D.K. Verma, Advocate.
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State : Jharkhand	Industry : Coal
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Dated, Dhanbad, the 21th May, 2003

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/553/97-IR(C-1), dated, the 30th November, 1998.

SCHEDULE

“Whether the action of the management of TISCO, in denying employment to the dependent of Shri Late Suresh Thakur is legal and justified? If not, what relief she is entitled to?”

2. In course of hearing of the instant reference learned Advocate for the concerned workman submitted his prayer to pass a ‘No dispute’ Award in this case as the concerned workman involved in it is not interested to proceed with in the matter of hearing. Learned Advocate for the management raised no objection if the instant reference is disposed of on the basis of ‘No dispute’ Award. Perused the petition and heard both sides. Since the workman side is not willing to proceed with the hearing of

this case, there is no reason to drag on the same. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 6 जून, 2003

का. आ. 1809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ ब्रेवनकोर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों, के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अलापुजा के पंचाट [संदर्भ संख्या आई.डी. नं. 9/02 (सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2003 को प्राप्त हुआ था।

[सं. एल- 12012/363/2001-आई.आर.(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 6th June, 2003

S.O. 1809.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award [I.D. No. 9/02(C)] of the Industrial Tribunal Alappuzha now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 5-6-2003.

[No. L-12012/363/2001-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL
TRIBUNAL : ALAPPUZHA
(Dated this the 3rd day of May, 2003)

PRESENT :

SHRI K. KANAKACHANDRAN,

Industrial Tribunal

I.D. No. 9/02(C)

Between

The Managing Director, State Bank of Travancore, Head Office, Thiruvananthapuram

AND

The workmen of the above concern represented by The General Secretary, State Bank of Travancore Staff Union, Thiruvananthapuram.

AWARD

1. The Government of India by an order No. L-1 2012/363/2001-IR (B-1) dated 5-2-2002 had referred the industrial dispute between the parties herein for adjudication to this Tribunal. A schedule attached to the order on the dispute reads as follows :—

"Whether the action of the management of State Bank of Travancore, Moncompu Branch in imposing the punishment of withdrawal of special allowance and stoppage of one increment without cumulative effect on Sri. D. Radhakrishnan, Head Cashier is justified? If not, what relief the employee concerned is entitled?"

2. In the statement of claim filed by the union, the workman concerned herein was proceeded against for certain misconducts and after serving a charge-sheet dated 18-1-2000 a domestic enquiry was conducted. The charges were levelled against the workman on various counts including various other misconducts contemplated in Clause 19(5) of the bipartite settlement. The workman herein submitted an explanation to the charges levelled against him and dissatisfied with his explanations, a detailed enquiry was conducted by one Georgekutty, Manager of SBT, Vamanapuram Branch. The Enquiry Officer after conducting an elaborate enquiry had submitted his findings by holding that the workman was guilty of charges levelled against him in respect of 4 out of 7 charges levelled against him. Charge No. 1 to 4 were relating to the misconducts committed by the workman in a drunken stage. In addition to that, failure to carry out the instructions given by the superiors was also found to be proved. Based on the enquiry and findings entered into, the workman was awarded the punishment of withdrawal of special allowance and as a consequence of that he would continue to be in service only as a Cashier instead of Head Cashier. In addition to that, another punishment of stoppage of one increment without cumulative effect was also awarded. Along with the order imposing the punishment, his suspension from service was revoked. It was also ordered that he would not be eligible for any benefits including pay and allowance other than what had been received as subsistence allowance.

3. Against the above punishment, the workman had filed an appeal before the Appellate authority. After hearing the workman and also the union, the appellate authority was not inclined to make any change in the order imposed by the disciplinary authority. Later an industrial dispute was raised on the punishment awarded.

4. The workman had taken up the contention that he was innocent and the management initiated disciplinary proceedings as a vindictive action. Therefore, according to union, the punishment is liable to be set aside.

5. In the written statement filed by the employer-management, they had disputed various contentions raised in the claim statement. The management imposed the punishment strictly by considering the evidence adduced in the domestic enquiry. The allegation levelled against the Enquiry Officer was also disputed by the management in their written statement.

6. After the filing of the written statement, this dispute was posted for evidence of the parties on 13-1-2003. On that day, when it was called it was submitted by the union that the workman concerned was filing a review application before the Appellate authority against the punishment imposed and confirmed in appeal. It was also submitted that the union had been assured by the management that they would consider the plea in the review in a lenient manner. In that circumstance, as desired by the union, this Tribunal directed the workman to file a review petition before the Appellate authority within 10 days from 13-1-2003. It was also directed that on the review

petition so filed within the time granted, the Appellate authority should take a decision at the earliest at any rate before 28th February, 2003. Then after this industrial dispute was posted on 3-3-2003. On that day both sides were present but no order on review application was produced. Therefore the dispute was posted for disposal on 24-3-2003. On that day a petition with an order passed on review was filed by the management party. The review order shows that the punishment of withdrawal of special allowance during his service was modified and it was limited to only for three years from the date of final order viz., 9-1-2001. The stoppage of increment was also limited to one year without cumulative effect.

7. In view of the modified review order, substantial relief had been given by the employer itself. On behalf of the union it was submitted that the restoration of special allowance may be given effect from the date of the original order of punishment instead of given effect to it after three years from 9-1-2001.

8. It is needless to say that the punishment imposed on the workman is not at all a major punishment and the stoppage of special allowance is now limited only for three years. Since the punishment imposed is not dismissal, discharge or termination of the workman from service, the scope for interference by this Tribunal is limited especially when the enquiry conducted against the workman remains as untouched. Moreover, during the pendency of this dispute, the workman preferred a review against the order of punishment and he obtained substantial relief from his own employer and that itself was after obtaining leave from this Tribunal. In such a situation, any kind of discretionary jurisdiction of this Tribunal does not arise. Therefore the award is passed by recording the revised punishment awarded by the disciplinary authority on the workman.

(Dated this the 3rd day of May, 2003)

K. KANAKACHANDRAN, Industrial Tribunal

नई दिल्ली, 6 जून, 2003

का. आ. 1810.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे झाँसी के प्रबंधतंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी. नं. 82/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2003 को प्राप्त हुआ था।

[सं. एल-41012/94/95-आई.आर.(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 6th June, 2003

S. O. 1810.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 82/96) of Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Jhansi and their workman, which was received by the Central Government on 5-6-2003.

[No. L-41012/94/95-I.R(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

PRESIDING OFFICER : SHRI B.N. PANDEY

I.D. No. 82/96

Shri Pushpeshwar Singh
Through the President,
R.C.S.R.M. Congress,
2/236, Nanner, Agra-284001.

...Workman

Versus

D.R.M. (P.),
Central Railway,
Jhansi-284001.

...Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/94/95-I.R(B-1) dated 23-9-96 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Central Railway Jhansi in denying the opportunity to write the examination on 5-6-93 to Shri Pushpeshwar Singh is legal and justified? If not to what relief the workman is entitled to?”

2. On 13-5-2003 at Lucknow Camp Court an application dated 2-5-2003 was moved by the A/R of the workman with the prayer to consign the file as not pressed and withdrawn. On the other hand Shri H.L. Nanda Authorised Representative of Central Railway endorsed on the application that he has no objection to it.

3. In view of the above application and endorsement “No Dispute Award” is passed accordingly.

Dated : 22-5-2003

B.N. PANDEY, Presiding Officer